

First Selectman

From: Michael Dubreuil <dubreuilm@gmail.com>
Sent: Saturday, September 3, 2022 10:08 AM
To: First Selectman
Cc: Denise Turner; Rosemary Coyle; Jason LaChapelle; Deborah Bates; BOE@colchesterct.org; John Jones; Tiffany Quinn
Subject: Re: Cody Camp Neglect

All,
Wow! Wasn't expecting the field to get fixed so quickly. Great job, looks amazing!
Thanks,
Michael



On Sep 3, 2022, at 9:29 AM, Michael Dubreuil <dubreuilm@gmail.com> wrote:

Thank you,
I appreciate everyone's dedication in making this a top priority.

Currently we use Cody Camp on Tuesday and Thursday nights from about 5:30PM to 7PM, and on Saturdays 10AM to noon. Our first home game will be Thursday 9/15, 5:30PM against East Hampton.

As volunteers, we generally just use rakes and manual labor to top dress the dirt. With the hard packed soil being what it is now, we can't make much of a dent. I'm not sure what Public Works has planned- whether it be more dirt or just turning the current dirt over with machinery; however, they have the access and equipment to do a great job. If they need assistance with the manual labor of spreading dirt or leveling the dirt, please don't hesitate to reach out. We can gather a team of people and be there to help.

Thank you again,
Michael

On Fri, Sep 2, 2022 at 8:57 PM First Selectman <selectman@colchesterct.gov> wrote:

Hi Michael,

Upon the receipt of your email a collaborative effort between our public schools, public works, park & recreation, and myself took place to address your concerns. It has become a top priority for everyone involved and we will address these concerns to ensure that we never find ourselves in a similar situation again. I appreciate your communication on the matter.

Sincerely,

Andreas Bisbikos

First Selectman

From: Michael Dubreuil <dubreuilm@gmail.com>

Sent: Thursday, September 1, 2022 8:17 AM

To: BOE@colchesterct.org; First Selectman <selectman@colchesterct.gov>; Deborah Bates <dBates@colchesterct.gov>; Denise Turner <dturner@colchesterct.gov>; Rosemary Coyle

<rcoyle@colchesterct.gov>; Jason LaChapelle <jLaChapelle@colchesterct.gov>

Subject: Cody Camp Neglect

Good morning,

I am a volunteer for Colchester Baseball and my son is enrolled in Fall Ball. This year, majors are playing at Cody Camp. I am contacting you regarding the poor condition of the Cody Camp baseball field at JJIS. Attached is a photograph I took of the field on Tuesday August 30th. It's a view of the infield from first base looking at second base. The infield is full of weeds and hard packed soil. Weeds are visually embarrassing; however, hard packed soil can pose safety risks sliding into a base.

Unfortunately, this is not a one time occurrence; this happens every season. I don't understand how the town can continue to fail us in such spectacular fashion. No one in town actually does anything about the fields until someone like me complains.

I just have to lay out the basic questions:

- A.) Is there a scheduled plan for field maintenance and is Public Works executing to that plan?
- B.) Does anyone at JJIS look at the field and say, "school is starting, Cody Camp looks terrible, let me make a call over to the town"?
- C.) We can't just show up at a field and run an activity. CBSL needs to apply for permits to use the fields. Does the town have any responsibility to ensure the fields these permits are for are ready to play?

There's a lot of blame to go around, everyone from town leadership, Public Works, and the school staff. Now we are in the school season. This will pose a challenge to get Public Works onto the field because JJIS doesn't let Public Works in during the school day. There's some logistical issues there to solve. Those logistical issues wouldn't have occurred if there was actual leadership, responsibility, and accountability.

This is Fall Ball- a travel sports season. Therefore, it's not just the Colchester citizens who will suffer. We will have visitors from other towns who will look at this field. Everyone who visits will make an assessment about our town based on the neglect shown to a memorial field dedicated to the memory of Cody Camp and all of Colchester's departed children.

I would hope we could do better.

Michael Dubreuil

180 Woodbine Road, Colchester

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First Selectman

From: Katherine Paquette <kpaquette21@gmail.com>
Sent: Friday, September 2, 2022 8:51 AM
To: Denise Turner; Deborah Bates; Jason LaChapelle; Rosemary Coyle; First Selectman
Subject: Letter to Board of Selectmen

Good morning.

I apologize that I did not read the second half of my letter to the Board last night. I was exhausted and in awe about the wonder that exists on this Board and in our town. However, as a Licensed Clinical Social Worker, I am deeply concerned regarding our First Selectman's conduct in 2022. As the lead official of our town, his words and actions especially matter and can have lasting effects on the wellbeing of individuals and our community as a whole. As such, I am forwarding you my letter.

Thank you for your time and energy. My letter is as follows:

I would like to ask the Board of Selectmen to please consider making a motion to censure/ motion to convey no confidence in the First Selectman, Andreas Bisbikos.

I recently watched Andreas Bisbikos' 4/10/2022 "strike hard and show no mercy" video on YouTube. In this talk, he describes his running for First Selectman: "Pray for peace, prepare for war," the mind games that he played on his "opponent" "causing her to react excessively," which further helped his "narrative" and use of social media to "maximize the effects." He talked about inflicting "Death by a thousand cuts" - of using "surrogates," "start with the small fish and then work your way up" and "release dirt," "drop bombs" regarding your "opponent" and her "minions." Essentially, he boasted about developing a shared vision of how to attack someone and her supporters, and encouraged his audience, to do the same in their communities. This is his language, our First Selectman, in April 2022.

Recently, just this Monday, a parent from Bacon Academy posted information regarding his daughter's court case involving Colchester football players' use of violent language on a schoolbus, in 2021. The Bacon football season was cancelled for such talk last year. There is an ongoing court case because of such talk. And, I just read another post today indicating that this student has resulting mental health symptoms because of this incident last year. But, our First Selectman uses language that is not dissimilar, about the maiming of people in April 2022, and nothing happens.

Since taking office in November, he has exhibited hostile behaviors towards our town volunteers/ board members, and even citizens, during citizens comments. His actions and words undermine trustworthy, functioning relationships, and good leadership.

I am concerned that these behaviors will continue because there have been no corrective efforts or consequences. For example: for refusing to post vote recount results - after he posted allegations of Democrat malfeasance on social media and communicated these during town meetings; for demanding the resignation of a Ledyard school superintendent, through social media, during an active investigation - even though it was later found that racial slurs had in fact been made; for posting that he took an LGBTQ book out of circulation,

ordered an audit of about 26000 books, and emboldened non tolerance in our community because he took issue with a sketched image of a 1990s ad in a children's biography.

When I think of leadership, I think of someone to emulate, of kindness, of empathy, of honesty, integrity, of knowledge and skill, of open-mindedness, and of willingness to learn, of collaboration.

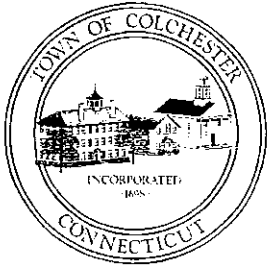
I do not think of opponents, name calling, attacking, death by a thousand cuts, I win/ you lose, dropping bombs, or even war.

Wrapping up, I am asking that the Board of Selectmen please consider submitting a motion of no confidence or to censure First Selectman, Andreas Bisbikos. Otherwise, What does it say about our town when this kind of rhetoric by our leading official continues without corrective action or consequence? What does it say to our children and to each other? And when will it stop?

Thank you,
Katherine Paquette
41 Mill Lane West
Colchester, CT
06415

Sent from my iPhone

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Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Agenda Minutes
Thursday, September 1st, 2022, at 7 PM

Members Present: A. Bisbikos (First Selectman), D. Bates, J. LaChapelle, D. Turner, R. Coyle
Also Present: D. Kratochvil (Finance Director), A. Migliaccio (Board of Finance Chairman), J. Jones (Interim Public Works Director), S. Sharpe (Fleet Management Supervisor), S. Hoffman (Fire Chief), P. DeStefano (SLR)

RECEIVED
COLCHESTER, CT
2022 SEP -6 PM 4:03
Gayle Furman
TOWN CLERK

1. Call to Order – Meeting called to order at 7:01
2. Pledge of Allegiance
3. Correspondence
 - R. Coyle made a motion to add 3A to the agenda: Board of Selectman policy regarding communications with the town attorney. 2nd by J. LaChapelle. **Motion carried unanimously 5-0**
 - 3A: R. Coyle made a motion that the BOS establish this policy that any requests for legal opinions or clarification of matters by the FS or any member of the BOS to the Town Attorney must be in writing and the entire BOS must be copied. I move that this policy be added to our Bylaws as Section 6 Town Attorney and the original Section 6 be renumbered Section 7 and the original Section 7 be renumbered Section 8. The BOS shall receive an updated copy of the Bylaws and it shall be posted on the Town Website. 2nd by D. Turner. **Motion carried unanimously 5-0**
4. Citizens Comments
 - G. Transue spoke about the Norton Mill Project site and encouraged collaboration with the Board of Selectmen. J. Malsbenden spoke about the correspondence. K. Paquette spoke about a political video. T. Rudko spoke about the proposed town budget. R. Silberman spoke about SLR’s report and the Water & Sewer meetings. J. Ford encouraged greater collaboration and better decorum in town government. B. Dennler spoke about the town budget.
5. Consent Agenda
 - R. Coyle made a motion to make the 8/18/22 Board of Selectman Special Meeting minutes make it 5.1. 2nd. by A. Bisbikos. **Motion carried unanimously 5-0**
 - A. Approve the 8/2/22 Board of Selectmen Special Meeting minutes and the 8/18/22 Board of Selectman Special Meeting minutes
 - B. Accept the Tax Collector’s Refunds for 9/1/2022

- C. Possible action to approve of a motion that the Town of Colchester reduce Frankenmuth Mutual Insurance Company Subdivision Bond NO. SUR0000250 from \$213,575.17 to \$101,677.68 as recommended by the Town Engineer
- D. Possible action to approve the C-PACE Partial Release Agreement and allow the First Selectman to sign all necessary documents
 - D. Turner made a motion to approve the consent agenda. 2nd by D. Bates. Motion carried unanimously 5-0
 - 5.1 D. Turner made a motion to approve the minutes of the 8/18/22 Board of Selectmen special meeting. 2nd by J. LaChapelle. *Motion caried 3-0-2. R. Coyle & A. Bisbikos abstained.*

6. Motion to set a new Town Meeting date for the Town Budget

- A. Migliaccio & D. Kratochvil spoke about the importance of moving the budget forward, refuted the claim by various elected officials that there is fraud in the budget, and refuted a selectman's claim that last year's budget was over expended by over 700K. D. Kratochvil spoke about the effects the budget process might have on bonding, including higher interest rates. The Board of Selectmen had a conversation on what could happen if the budget did not pass to a town meeting. A. Bisbikos discussed potential litigation that may happen upon delays and obstruction. D. Turner felt reprimanded for asking questions on the budget. R. Coyle raised her concerns on the budget. J. LaChapelle raised his concerns on the budget.
- A. Bisbikos made a motion to move the proposed budget from the BOF of \$15,636,525.00 to a town meeting to be held on Monday, September 19th at 6:30 pm at Colchester Town Hall, 127 Norwich Avenue, Colchester, CT. And referendum to be held on Wednesday, September 28th from 6 am to 8 pm at Colchester Town Hall, 127 Norwich Ave, Colchester, CT. 2nd by D. Bates. *Motion carried 4-1 with J. LaChapelle dissenting*

7. Job Description Review

- A. Full-time Accountant Position - **No Action Taken**

8. Contract Discussion

- A. Possible action to approve a contract with Dime Oil Co LLC to lock in gas prices at \$2.9928 for an allocation of 25,000 gallons and allow the First Selectman to sign all necessary documents.
 - R. Coyle made a motion to approve a contract with Dime Oil Co LLC to lock in gas prices at \$2.9928 for an allocation of 25,000 gallons and allow the First Selectman to sign all necessary documents. 2nd by J. LaChapelle. *Motioned carried unanimously 5-0*
- B. Possible action to approve of a contract with DEEP – the Bureau of Outdoor Recreation, State Parks Division and accept the state grant of \$39,822.20 for a link trail associated with Colchester Cemetery Road/Church Street Connecticut Trail
 - R. Coyle made a motion to approve of a contract with DEEP – the Bureau of Outdoor Recreation, State Parks Division and accept the state grant of \$39,822.20 for a link trail

associated with Colchester Cemetery Road/Church Street Connecticut Trail. 2nd by D. Turner.

Motion carried unanimously 5-0

9. MOU Discussion

- A. Possible action to approve of the MOU between the Town of Colchester and the Colchester Police Union regarding Academy pay for new, non-certified police officers and allow the First Selectman to sign all necessary documents – **No Action Taken**
- B. Possible action to approve of the MOU between the Town of Colchester and the Colchester Police Union regarding compensatory time and allow the First Selectman to sign all necessary documents - **No Action Taken**
- C. Possible action to approve of the MOU between the Town of Colchester and the Colchester Public Works Union regarding temporary light duty policy and allow the First Selectman to sign all necessary documents - **No Action Taken**

10. Norton Mill Project Grant Application

- A. Possible action to for the Board of Selectmen to authorize the submission of a grant application to the CT DECD Brownfield Program, for funds to complete the environmental remediation at 139 Westchester Road site and authorize the First Selectman to sign all documents necessary to submit the grant application
 - R. Coyle made a motion for the Board of Selectmen to authorize the submission of a grant application to the CT DECD Brownfield Program, for funds to complete the environmental remediation at 139 Westchester Road site and authorize the First Selectman to sign all documents necessary to submit the grant application. 2nd by D. Bates. *Motion carried unanimously 5-0*

11. Conversation with SLR

- A. Discussion with representatives of SLR on their overall review and recommendations of the Public Works Department
 - A. Bisbikos will schedule a meeting with SLR with Sewer & Water. After the meeting A. Bisbikos will schedule a special meeting of the Board of Selectmen to discuss SLR's recommendations.

12. ARPA Discussion

- A. Possible action to approve of \$27,730 in ARPA funding for a new roof on Company #2 Roof on Westchester Road with Millstream Construction and have the First Selectman sign any necessary documents
 - R. Coyle made a motion to approve of \$27,730 in ARPA funding for a new roof on Company #2 Roof on Westchester Road with Millstream Construction and have the First Selectman sign any necessary documents. 2nd by A. Bisbikos. *Motion carried unanimously 5-0*
- B. Possible action to approve of the ARPA Committee's Municipal Evaluation Rubric
 - R. Coyle made a motion to approve of the ARPA Committee's Municipal Evaluation Rubric. 2nd by A. Bisbikos. *Motion carried unanimously 5-0*

C. ARPA Playbook Review, Updates, Next Steps

13. Citizen's Comments

- M. Hayes spoke about the budget process. C. Russi spoke about how the medical driver need should be studied before approved. D. Lambert spoke about the budget process. L. Pasternak spoke about BOF meeting minutes, about ARPA being used for Norton Park, and encouraged a study on the medical driver. R. Silberman spoke about the budget process. K. Paquette spoke about the FS and politics.
- R. Coyle made a motion to adjourn. J. LaChapelle 2nd the motion. Meeting adjourned at 10:15 pm

14. First Selectman's Report

15. Liaison Reports

16. Adjourn

Submitted by A. Bisbikos

DRVN Enterprises Inc.
 969 Cloverdale Circle
 Wethersfield, CT 06109



Estimate

Date	Estimate #
8/4/2022	1715

Name / Address
Town of Colchester Accounting Department 127 Norwich Ave. Suite 203 Colchester, CT 06415

Date	Activity	Qty	Rate	Amount
8/4/22	WINTER SEASON 2022-2023 TREATED SALT PER TON DELIVERED DRVN WILL NOT LIMIT THE TONNAGE REQUESTED BY THE MUNICIPALITY STATED ON THIS ESTIMATE IF MORE IS REQUIRED	1,900	107.95	205,105.00

Total \$205,105.00

This estimate will only be enforced as a contract when signed by a legal representative of DRVN Enterprises Inc. and the prospective customer named on the estimate.

Thank you,
 Steve Farrelly

Accepted By & Accepted Date



28330 Network Place
Chicago, IL 60673-1283
866-528-0570

LexisNexis, a division of RELX Inc
For itself or its affiliates

Town of Colchester Tax Collector
Attn : Tax Collector
127 Norwich Avenue
Colchester, CT 06416 USA

Invoice

Current Amount Due	USD \$50.00
Outstanding Balance	USD \$0.00
Total Balance	USD \$50.00

Invoice Number	1690057-20220831
Invoice Date	Aug 31, 2022
Billing ID	1690057
Terms	Net 30
Representative	Jeff Beall
Billing Period	8/1/2022 8/31/2022

Payments, Credits & Adjustments

Date	Invoice Number	Description	Amount
8/22/2022		Check : 322046	(\$50.00)
Total			(\$50.00)

New Activity Summary

Date	Description	Amount
8/31/2022	August 2022 Minimum Commitment	\$50.00
Total Charges		\$50.00
Total Tax		\$0.00
1690057-20220831	Due Date 9/30/2022	Total \$50.00

Please include your full invoice number on all remittance to ensure proper credit.

Questions about your bill?
866-528-0570

LNBilling@lexisnexisrisk.com

To view account activity and pay online:
Log on to <https://invoice.risk.lexisnexis.com>
Become a registered user of EPIC 360 to begin viewing invoices, printing invoices, accessing account activity details and paying invoices online.

Please Remit Payment To:
LexisNexis Risk Data MGT, LLC
Billing ID 1690057
28330 Network Place
Chicago, IL 60673-1283

In order to ensure our customers are not impacted by fraudulent phishing attempts we advise you to never accept remittance information change requests from unsolicited emails or phone calls. All LexisNexis Risk Solutions changes will be communicated via messages attached to your invoice. Please report any suspicious activity to security@relx.com.

First Selectman

From: Keith Albert <kalbert@prismoffice.com>
Sent: Thursday, June 30, 2022 2:38 PM
To: First Selectman
Subject: RE: Copier Lease
Attachments: Town of Colchester OA.pdf; 4515AC-5015AC Brochure.pdf; 2515AC-3015AC-3515AC Brochure.pdf; 3518A-4518A-5018A Brochure.pdf

Hi Andreas,

Thanks for meeting this morning. I was able to get Toshiba to approve funds to give the Town of Colchester a check for the remaining payments of the 4 Ricoh machines listed on the spreadsheet below. Also below is a spreadsheet showing savings with the new units. The town will be saving \$142.45 per month and all the town copier equipment will be with 1 vendor. I have attached the order agreement and brochures for you to review. If you want to move forward, just scan over a signed packet and I will place the order. Let me know if you have any questions.

Model	Location	B&W AMV	Color AMV	B&W CPC Rate	Color CPC Rate	Monthly Service Cost	Monthly Lease Cost	Total Monthly Spend	Lease End	Remaining Payments
MP 6004EX	Planning	1,022	1061	\$ 0.0054	\$0.05	\$53.05	\$270.00	\$323.05	7/17/2023	\$ 1,217.76
MP C2504EX	Tax Assessor	4,124	238	\$ 0.0054	\$0.05	\$34.17	\$138.50	\$172.67	12/21/2022	\$ 831.00
MP C2504EX	Senior Center	1,126	667	\$ 0.0054	\$0.05	\$39.43	\$118.99	\$158.42	3/19/2024	\$ 2,617.78
MP 6055	Finance	9,175		\$ 0.0070		\$64.22	\$101.48	\$165.70	7/17/2023	\$ 3,240.00
						\$190.87	\$628.97	\$819.84		\$ 7,906.54

Model	Location	B&W AMV	Color AMV	B&W CPC Rate	Color CPC Rate	Monthly Service Cost	Monthly Lease Cost	Total Monthly Spend
5015AC	Planning	1,022	1061	\$ 0.0036	\$ 0.036	\$41.88		\$41.88
3515AC	Tax Assessor	4,124	238	\$ 0.0036	\$ 0.036	\$23.41		\$23.41

3515AC	Senior Center	1,126	667	\$ 0.0036	\$ 0.036	\$28.07		\$28.07
4518A	Finance	9,175		\$ 0.0036	\$ 0.036	\$33.03		\$33.03
						\$126.39	\$ 551.00	\$677.39

Best regards,

Keith

Keith Albert

Director of Service

Prism Office Solutions

(203) 654-3300 x115



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From: First Selectman <selectman@colchesterct.gov>
Sent: Thursday, June 30, 2022 9:44 AM
To: Keith Albert <kalbert@prismoffice.com>
Subject: RE: Copier Lease

I'm in the office.

From: Keith Albert <kalbert@prismoffice.com>

Sent: Thursday, June 30, 2022 9:13 AM

To: First Selectman <selectman@colchesterct.gov>

Subject: Re: Copier Lease

Ok no problem. I will see you then.

Get [Outlook for iOS](#)

From: First Selectman <selectman@colchesterct.gov>

Sent: Thursday, June 30, 2022 9:12:35 AM

To: Keith Albert <kalbert@prismoffice.com>

Subject: Re: Copier Lease

I apologize, something urgent came up. I will be in around 935

Get [Outlook for Android](#)

From: Keith Albert <kalbert@prismoffice.com>

Sent: Thursday, June 30, 2022 9:09:25 AM

To: First Selectman <selectman@colchesterct.gov>

Subject: Re: Copier Lease

Good Morning Andreas,

I was told you aren't in yet. Did you want to reschedule?

Get [Outlook for iOS](#)

From: First Selectman <selectman@colchesterct.gov>

Sent: Thursday, June 23, 2022 10:21:17 AM

To: Keith Albert <kalbert@prismoffice.com>

Subject: RE: Copier Lease

Thursday, June 30th at 9 am it is

From: Keith Albert <kalbert@prismoffice.com>
Sent: Wednesday, June 22, 2022 8:31 PM
To: First Selectman <selectman@colchesterct.gov>
Subject: Re: Copier Lease

Can we do Thursday at 9am?

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From: First Selectman <selectman@colchesterct.gov>
Sent: Wednesday, June 22, 2022 10:05:40 AM
To: Keith Albert <kalbert@prismoffice.com>
Subject: RE: Copier Lease

Hi Keith,

Anytime between 9am – 4:30pm Wednesday or Thursday of next week will work for me. Please let me know what works!

Sincerely,

Andreas

From: Keith Albert <kalbert@prismoffice.com>
Sent: Tuesday, June 21, 2022 3:31 PM
To: First Selectman <selectman@colchesterct.gov>
Subject: Copier Lease

Good Afternoon Andreas,

Prism Office Solutions is the current copier vendor for the town. In 2021, the Town of Colchester switched the majority of the copiers to from Ricoh to Prism Office Solutions. This resulted in a huge savings for the Town. There are currently Ricoh copiers that have leases coming due where I can provide additional savings to the town. Would you have any availability to meet next week?

Best regards,

Keith

Keith Albert



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PRISM
OFFICE SOLUTIONS

OFFICE LINK, INC.
PH 203-654-3300
FAX 203-654-3301

06/30/2022

PRISM ORDER AGREEMENT

- Equipment Purchase
- Installment Purchase
- Lease
- Rental

Y N Maintenance Agreement

- Upgrade Current Equipment
- Maintenance Only
- Lease Upgrade

PO # for this order: _____

- Tax Exempt
- New Customer

Bill to: Customer Name Town of Colchester				Installed At Same			
Billing address 127 Norwich Ave.				Street Address			
PO Box#				Contact			
City Colchester		Zip 06415	Phone (860)537-7200	City	Zip		
Qty	Product Description	Product #	Less Deductions			Net Price	Totals
			Price	Trade-In	Other		
2	Toshiba E-Studio 3515AC						A) Total Net
1	Toshiba E-Studio 4518A						Supplies
1	Toshiba E-Studio 5015AC						State Tax
4	ADF						Internal Total
4	Internal Finisher						Cash Down Payment
4	LCT						
2	FAX						
Unpaid Balance Of Cash Price							LEASE
A) Total Net Price (Exclusive of Tax, Maintenance & Supplies)							

Special Instructions:

Includes Delivery and setup. Prism will issue the Town of Colchester a check for \$7,906.54 for remaining payments on the (2) Ricoh MP C2504EX and the (1) Ricoh MP C6004EX and the (1) Ricoh MP 6055. Prism will return Ricoh copiers to leasing company at no charge.

Authorize Automatic Meter Collection: YES: _____ NO: _____ (If NO, you are authorizing a \$4.95 monthly meter collection fee)

Equipment Warranty: (Does not cover consumables such as drum, rollers, lamps)

A) Labor _____ Days From Date of Install

B) Parts _____ Days From Date of Install

Lease With Purchase Option

Initial Term: (check one)

- 24
- 36
- 39
- 48
- 60
- Other _____

Monthly Payment: \$ 551

(Exclusive of Sales/Use Tax)

Equipment Service:

Maintenance Agreement Type

Billing Frequency:

Annual Monthly Other: _____

- MA3 All Inclusive Service: Consumable parts, labor & supplies (except paper & staples)

_____ Copies included per _____ for term.

Overage: B&W _____ Color _____ per copy on the excess within a billing period

- Cost Per Copy

CPC Rate: B&W \$0.0036 Color: \$0.036

This Prism Order Agreement covers transaction(s) listed above and incorporates Terms & Conditions on the reverse side

Sales Rep-Order Acknowledgment	Purchaser Name
KEITH	Andreas Bisbikas
Date	Signature
06/30/2022	
Prism Office Link Inc. Signature	Title
	First selectmen 7/1/2



75 School Ground Road
Branford, CT 06405

Maintenance Agreement

Effective date: _____

Customer

Town of Colchester

Colchester
(860)537-7200

Prism - Office Link, Inc. (Prism) agrees to provide and the customer agrees to accept maintenance service for the machines listed below according to the terms and conditions of this agreement, unless Prism provides the customer with notice to the contrary within one month of the signing of this agreement by Prism.

Manufacturer/Model Number	Serial Number	Machine Location	Special Provisions	Rate
Toshiba E-Studio 3515AC		Tax Assesor		B/W-\$0.0036 CLR-\$0.036
Toshiba E-Studio 3515AC		Senior Center		B/W-\$0.0036 CLR-\$0.036
Toshiba E-Studio 5015AC		Planning		B/W-\$0.0036 CLR-\$0.036
Toshiba E-Studio 4518A		Finance		B/W-\$0.0036

Comments:

MA Type 3:
Includes Service: Parts and Labor, Drums, Toner, and Supplies
(except for Paper and Staples)

Supplies included under this agreement will be based on normal yields. If customer usage of supplies exceeds normal yields for the equipment being serviced, Prism will invoice and customer agrees to pay for the excess supplies at Prism's current retail prices.

Customer Town of Colchester

Accepted by Andreas B. sb. kas

7/1/22

Name

Date

Please sign this service agreement and return this copy to our office along with your payment. This agreement must be paid in full by the start date of your contract. If agreement is not renewed, a new one will be written only after the equipment is inspected at our regular hourly rate.

The additional terms & conditions on the reverse side are part of this agreement. The customer acknowledges that they have read this agreement, understands it, and agrees to be bound by its terms & conditions. The customer agrees that this agreement is the complete and exclusive agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.



LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: Town of Colchester
Billing Address: 127 Norwich Ave, Colchester, CT 06415-1230
Equipment Location (if other than Billing Address): 127 Norwich Ave, Colchester, CT 06415-1230

Table with columns: Unit Quantity, Description of Equipment Leased, Make and Type, Model Number, Serial Number. Includes details for Toshiba 3515AC Copier System and lease terms like 'TOTAL NUMBER OF LEASE PAYMENTS' and 'END OF LEASE PURCHASE OPTION'.

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:
1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date").
2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation.
3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment.
5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount.
6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured.
8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment.
9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default.
10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code.
12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties.

ACCEPTED BY LESSEE: Town of Colchester
Print Name: Andreas Bisbiko
Title: First Selectman
E-Mail Address: selectman@colchester.ct.gov
Date: 7/1/22
Tax ID Number: 06-6001974

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X
Accepted by: LEAF Capital Funding, LLC By:
Title:
Date:
Print Name:
E-Mail Address:



SCHEDULE A TO LEASE AGREEMENT
(EQUIPMENT DESCRIPTION)

Lease Application No.: 740927

QNT	Equipment Description	New/Used	Make	Model	Serial Number
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Location: 127 Norwich Ave, Colchester, CT 06415-1230

2	Toshiba 3515AC Copier System	New			
1	Toshiba 4518A	NEW			
1	Toshiba 5015AC	NEW			

LESSEE: Town of Colchester

LEAF CAPITAL FUNDING, LLC

BY: Andreas B. sb. kes

BY: _____

PRINT NAME: Andreas B. sb. kes

PRINT NAME: _____

TITLE: First selectman

TITLE: _____

DATE: 7/1/22

DATE: _____



State and Local Government Addendum

Reference: Application No. 740927

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **Town of Colchester** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.



DELIVERY AND ACCEPTANCE CERTIFICATE

Date of Equipment Delivery: _____

Application No.: 740927

Town of Colchester ("Customer") hereby certifies that all of the equipment, software and other property (collectively, "Equipment") referred to in that certain Agreement related to the above referenced application number (the "Agreement") by and between Customer and LEAF Capital Funding, LLC ("LEAF") has been delivered to and been received by Customer at the location(s) set forth in the Agreement, that all installation or other work necessary prior to the use thereof has been completed, that the Equipment has been examined by the Customer and is in good operating order and condition and is in all respects satisfactory to Customer, and that the Equipment is accepted by the Customer for all purposes under the Agreement. Customer represents and warrants that the Date of Equipment Delivery set forth above and the Billing Address and the Equipment Location set forth in the Agreement are correct. By its execution and delivery of this Acceptance Certificate, Customer hereby reaffirms all of the representations, warranties and covenants contained in the Agreement as of the date hereof, and further represents and warrants to LEAF that no Event of Default, and no event or condition which with notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing as of the date hereof. Customer further certifies to LEAF that Customer has selected the Equipment (and to the extent applicable, the vendor of the Equipment) and has received and approved the purchase order, purchase agreement or supply contract under which the Equipment will be acquired for all purposes of the Agreement.

ACCORDINGLY, CUSTOMER AUTHORIZES LEAF TO PURCHASE THE EQUIPMENT FROM THE APPLICABLE SUPPLIER(S).

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED ALL OF THE EQUIPMENT.

CUSTOMER: <u>Town of Colchester</u>
By: <u>Andreas Bisbikos</u>
Print Name: <u>Andreas Bisbikos</u>
Title: <u>First Selectman</u>
E-Mail Address: <u>selectman@colchesterct.gov</u>
Date: <u>7/1/22</u>

THE ABOVE SIGNATORY AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, MEMBER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.

4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: Town of Colchester	LEAF CAPITAL FUNDING, LLC
By: <u>Andreas Bisbikas</u>	By: _____
Print Name: <u>Andreas Bisbikas</u>	Print Name: _____
Title: <u>First Selectmen</u>	Title: _____
Date: <u>2/1/22</u>	Date: _____



September 1, 2022

Andreas Bisbikos
First Selectman
Colchester Town Hall
127 Norwich Avenue
Colchester, CT 06415

Selectman Bisbikos:

Enclosed please find the Sixth Amendment To Agreement for your review and signature.
Once signed, please return to:

Middlesex Hospital
EMS Manager
28 Crescent Street
Middletown, CT 06457
or
jim.santacroce@midhosp.org

Once received, a fully executed copy will be sent to you for your records. Please feel free to contact me at (860) 358-6081 should you have any questions or if I can be of any assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jim Santacroce', with a long horizontal flourish extending to the right.

James Santacroce
EMS Manager

SIXTH AMENDMENT TO AGREEMENT

This Amendment to Agreement (the "Sixth Amendment") is entered into effective July 1, 2022, by and between Middlesex Hospital, a Connecticut corporation owning and operating a Connecticut licensed acute care hospital and other treatment facilities with a main business address at 28 Crescent Street, Middletown, Connecticut 06457 ("Middlesex Hospital") and the Town of Colchester, with offices at 127 Norwich Avenue, Colchester, CT 06415 ("Town").

WITNESSETH

WHEREAS, Middlesex Hospital and Town entered into an Agreement dated July 1, 2016 (the "Agreement") for Middlesex Hospital to continue to provide Paramedic Services to the residents of the Town; and

WHEREAS, Middlesex Hospital desires to continue providing paramedic services to the residents of the town.

WHEREAS, both parties have agreed to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, parties agree as follows:

1. The Agreement is hereby amended as set forth in the following paragraphs.
2. The term of the Agreement is hereby renewed for an additional one (1) year term July 1, 2022 - June 30, 2023 in accordance with Section 6 of the Agreement.
3. The \$1.00 increase as indicated in Section 1 of the Agreement will be waived by Middlesex Hospital to the Town for this renewal term.
4. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Amendment to be executed by their duly constituted officers as of the effective date of this Agreement.

ACCEPTED BY:

Middlesex Hospital

Town of Colchester:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

4.3 Sports League Reservation Policy

Updated at Board of Selectman's meeting 12/3/2020

APPLICATION TIMELINES

Permit Requests

Sports Leagues

Any sports league wishing to use facilities under the jurisdiction of the Colchester Parks & Recreation Commission should make their request to the Director of Parks & Recreation by the deadline indicated below: **Public Works**.

Sports Season	Field Usage Period	Field Scheduling
Spring -Outdoor	April 1 - June 15	Due February 1st
Summer-Outdoor	June 16 -August 15	Due March 1st
Fall - Outdoor	August 16 -first weekend in November	Due May 1st
Winter-Outdoor Winter – Indoor	First weekend in November-April 1 November 1 – March 1	Fields Closed See Board of Ed Policy

Special Events

Special Event facility requests may be made up to one year in advance by submitting the appropriate paperwork to the Parks & Recreation Office. Please see the document entitled "Policy Governing Issuance of Special Events Permits."

Miscellaneous Rentals

All other reservation requests may be made according to the policy entitled "Park Pavilion/Sport Field Rental Policy".

Confirmation of ~~Application~~ Permit Request

~~The Recreation Department strives to confirm all requests within 10 business days following the Application submittal. Note that it is possible that some delays may take place during the application review process due to unique case-specific situations, and that these situations will be addressed as soon as possible. Note: changes in dates, times or cancellation could result in a permit fee assessment.~~

Either the Director of Public Works or the Director of Parks and Recreation (depending on location) will determine if the permit requests are appropriate with consideration given to field/park conditions, sport season, availability, etc. Once approved by the Director of Public Works or the Recreation Director, the Recreation Office will issue the permit. If the request is not approved, the applicant will be notified with the reason and possible solutions.

The Recreation Department may issue other permits including banners, event, and program requests. The Public Works Department may issue field use permits.

Permit applications, liability waivers, and the certificate of insurance must be filed annually. Please notify us of any changes to the President of your Board of Directors.

Priority Scheduling

1. Town-sponsored programs or events will receive first preference. Confirmed reservations may be cancelled or rescheduled in the event of unforeseen circumstances such as weather, field conditions, emergencies or other circumstances that may arise.
2. Colchester Leagues that meet the criteria below will be given scheduling priority when requests are submitted before the deadline.
 - a. Colchester Youth Leagues that meet the following criteria:
 - i. 90% Colchester residents
 - ii. Recreational league (a league that allows all those that register and/or try out to participate in the league)
 - iii. Primary Season
 - b. Colchester Adult Leagues:
 - i. 65% Colchester residents or employed in Colchester
 - ii. Primary Season
 - c. Colchester School Teams:
 - i. Primary Season
3. All other Colchester organizations, including AAU and Premier teams.
4. Scheduled games and make-up games will take preference over practices.

By default, all leagues must pay all applicable fees, including the Field Sustainability Fee. However, Colchester Youth and Adult leagues that meet the criteria in #1 and #2 above may have field rental fees waived; amenity fees (lights, pavilion rental, etc.) will not be waived.

Ballfield Light Fees and Operation

Sport Leagues will receive league-specific codes and instructions for operation of the lights and will be billed on a quarterly basis for the actual usage.

Other rentals will be arranged as either pre-set times for the lights to be on/off or controlled by on-site staff. Light fees will be billed to the rental group on an hourly basis.

Permit Reservations and Fees

1. The Colchester **Public Works and** Parks and Recreation Departments reserves the right to request proof of eligibility for all applicants using Colchester facilities.
2. Non-Resident Fees are charged as follows:
*Adult Sports (Men and Women) - \$20.00 per non-resident player
3. Team rosters are due to Parks & Recreation Office prior to league game play start date. Proof of

residency must be included with rosters. Team roster may be spot-checked by Recreation Department staff periodically throughout the season. Failure to submit rosters and proof of residency to the Recreation Department may result in the cancellation of the permit for the remaining season.

4. Payment of all fees is due no later than ½ way through each season. Failure to submit payment to the Recreation Department may result in the cancellation of the permit for the remaining season.
5. The payment of all fees can be made online, in person or by mail using a check, credit card or cash.
6. If a problem should arise with any league **permitted applicant** while using a Town facility, the **Permittee** or the President of the League will be **asked to meet with the Town departments involved in the complaint within 14 days** ~~discuss the concerns at the next Recreation Commission meeting.~~ If the League cannot rectify the problem **cannot be rectified**, the permit may be suspended, cancelled or terminated indefinitely. Notification will be made to the Board of Selectman.

Maintenance & Supervision Requirements

1. Maintenance of facilities, field preparation needs, and special requests must be submitted in writing to the Director, ~~who shall evaluate and coordinate these requests with~~ **of** Public Works ~~and the Parks Maintenance Division.~~ Field maintenance will follow the established guidelines.
2. Cooperation with the Parks Maintenance Division is expected at all times. This includes altering practice schedules if necessary, to accommodate field maintenance. A pre-event on-site inspection with the Parks Crew Leader or Director of Parks and Recreation may be required.
3. Any group or organization using facilities will be responsible for providing proper supervision and janitorial services for the area in use.
4. Custodial fees will be charged when services are requested for special setups and area restoration, if personnel are not normally scheduled. Custodial fees shall be paid at an hourly rate set by Public Works, which may be for a minimum of two hours.

Inclement weather

Caution must be exercised with the use of facilities when wet. Rescheduling of events may be required. Two considerations follow:

1. Should Public Works determine that the fields should not be used due to inclement weather, the league president will be notified by 3:00 p.m. If conditions dictate closure after 3:00 p.m. or on weekends, it will be up to the discretion of the officials and/or coaches using established guidelines.
2. The Parks and Recreation Department and Public Works has the discretionary right to cancel events scheduled on the ~~Town Green.~~ **Town property.**

Food Concessions

1. Organizations must request permission for the sale of food and/or beverages for their events separately from this form. Applications are available at the offices of the Town Code Enforcement Department.
2. Rights to the Football Field concession stand are only provided to Colchester non-profit youth organizations.

Security Deposits/Damages

Security deposits may be required.

1. The amount of the deposit will be determined on a case by case basis by the Director of Parks and Recreation. The deposit must be received no later than 14 days prior to the event in the form of a bank or certified check, made out to the "Town of Colchester".
2. Should damages occur during use, a written report must be filed with the Parks and Recreation Department within 24 hours by the person identified on the application.
3. The Parks and Recreation Department and/or Public Works will inspect the facilities for damage at the close of the event. Failure to exercise reasonable care in the use of the facility or field will result in the forfeiture of all or part of the security deposit and will limit the applicant's ability to obtain permits in the future.
4. The cost of repair will be based upon three (3) written estimates. Should the cost of repair exceed the security deposit, the applicant will be billed for the balance, with payment to be made within 30 days.
5. If a security deposit is not made as part of the reservation, and damages occur, the applicant will be billed for all damages incurred, with payment to be made within 30 days.
6. Any refunds of the security deposit will be processed within 30 days of the close of the event.
7. In the event that the user's insurance has a deductible, the user shall provide a security deposit to cover the difference between the deductible and \$1,000, or a determined portion thereof.

Your deposit will be retained by the Town for any of the following:

- Failure to have the required number of chaperones.
- Damage to building, equipment, or property (you will also be billed in addition to retained deposit, according to the cost of repairs).
- Failure to clean up properly.
- Failure to surrender the facilities at the scheduled time.
- Unruly or disruptive actions of participants.
- Use of rooms not rented or areas reserved but not used.

- Misrepresentation of your organization and the type of activity.
- Cancellation of the event within one week after payment is received.
- Failure to hire Police for the event when required.

Removed by vote at Board of Selectman's meeting 12/3/2020

4.4 Sport League Endorsement

Mission:

To encourage and promote youth development and adult recreation as the primary goals of community sports programs, and to facilitate the responsible use of fields and facilities.

Eligibility:

For youth leagues, at least 75% of league participants must be Colchester residents.

For adult leagues, at least 50% of league participants must be Colchester residents or taxpayers or employed in Colchester.

Established policies that promote proper youth development as primary goal of league. (youth sports only)

Endorsed eligibility and requirements are over and above standard field use policies.

Requirements:

Submission of league regular meeting agendas and minutes to the Parks & Recreation Commission through the Department.

Initial NYSCA certification of all coaches. (youth sports only)

Background checks of all coaches, and volunteers who have direct contact with children. (youth sports only)

Benefits:

Free use of fields.

Primary access to field scheduling.

Procedure for Endorsement:

Initial application to Parks & Recreation Commission (PRC)

Re-approval every 3 years, or sooner if change in league leadership

Notarized form acknowledging compliance with all requirements

PRC member may serve as liaison to endorsed league.

APPROVED 03/15/2012

5. The Commission shall be authorized to receive appropriations for its operation as provided in Section 7-148 of Connecticut General Statutes.

6. The Commission shall be authorized to accept gifts for its purposes and, where such gifts are of the use of income, to invest and reinvest such gifts, and to account therefore.

Passed at Town Meeting June 24, 1975

Published July 8, 1975

ORDINANCE GOVERNING ACCEPTANCE AS PUBLIC PARK OF KINNE PRESERVE AND ESTABLISHING A PARK COMMISSION OF TOWN OF CANTERBURY

WHEREAS Arthur L. Kinne and Dorothy R. Kinne have generously offered to convey to Town of Canterbury for purposes of a public park and recreation area a tract of 28.2 acres lying easterly of Corey Road, Canterbury, as shown on a plan entitled "Bicentennial Park, Property Donated by Arthur L. Kinne to Town of Canterbury, Corey Road, Scale 1" = 100', dated January, 1975, prepared by Donald L. Ayrton, L.S. 6623, Canterbury, Connecticut",

WHEREAS Section 7-129 of Connecticut General Statutes provides that any town may "take and hold, in trust or otherwise, any grant, gift, bequest or devise made for the purpose of laying out, maintaining or improving any park or parks therein, and may make such ordinances necessary for executing any such trust, or for receiving the benefit of such grant, gift, bequest or devise";

WHEREAS Town of Canterbury wishes to accept the conveyance of said park site from the Kinnes and to establish by ordinance for the management, supervision and operation thereof:

NOW THEREFORE, be it ordained:

1. There is hereby established a park commission to be designated Kinne Preserve Commission.
2. The Commission shall initially be composed of five members, together with First Selectman of Town of Canterbury as an ex officio member.

The original membership of such Commission shall be Arthur L. Kinne, as a life member; two members to serve until January 1, 1977; and two members to serve until January 1, 1978

Thereafter appointments shall be for two-year terms.

The Commission may appoint persons to fill un-expired terms.

If the life member elects to become inactive the vacancy created thereby shall be filled until the succeeding January first, and thereafter such vacancy shall be filled by a regular member serving a two-year term.

3. The members of the Commission except, initially, the life member), shall be appointed by the Board of Selectmen, Town of Canterbury. No more than a bare majority of the members (aside from the ex officio member) shall be enrolled in one political party.
4. The Commission shall have the power to provide and issue regulations governing the management of the Preserve with a view to the maintenance thereof in as natural a setting as possible for the enjoyment and education of the users thereof. The Commission shall have authority to ban the sale and use of alcoholic beverages within such reserve.



TOWN OF ENFIELD

VI. Priorities and Limitations of the Collection

Multiple Copies

In order to facilitate access and satisfy patrons' needs, multiple copies of popular titles have to be purchased. This occurs in the case of frequently asked for standard titles, as well as new titles and best-sellers. "Popularity" is judged by the number of reserves and other patron requests. Moderation will be used, however, so that the library does not expend an inordinate amount of funds on titles which rapidly lose their appeal.

User Suggestions

User recommendations are seriously considered, and are judged using the selection criteria above. If any item is deemed inappropriate for the collection because of cost, format or degree of technicality, etc. an attempt will be made to borrow it for the patron through the interlibrary loan network.

Donations and Memorials

The Library does not accept donations unless they relate to specific local history or are acceptable when judged on the same basis as purchased materials. If the collection development team considers that they will be in demand and will upgrade the collection, donated materials will be cataloged and added to the Library collection. If donations are not considered suitable for the library collection, they will be passed along to the Friends of the Enfield Library to be used in their annual book sale fundraiser. All accepted donations to the library will be integrated into the existing collection. Special collections which must be separately shelved will not be accepted.

The Enfield Public Library does not assign a value to the materials donated. The library is prohibited by law from appraising donations or placing a monetary value on gifts, but the Library will send a letter of acknowledgement that can be used for tax purposes. To receive a letter of acknowledgement persons should fill out a book donations form indicating the number/amount of books/materials donated and hand it in at the time the donation is made.

The Library welcomes funds to be used for the purchase of memorials. A thank you note will be sent to the donor, and the family of the person honored will be notified. Materials carry a gift plate showing the name of donor and person honored.

Sec. 16-19. - Authority to receive gifts, bequests, donations.

The parks and recreation commission may also solicit or receive any gifts or bequests of money or other personal property, or any donations to be applied, principal or income, for either temporary or permanent use for playgrounds or other recreational purposes, subject to the approval and the appropriation of such gifts, bequests or donations, by the council.

(Ord. of 11-4-71, § 5)

Donations

As a Department of the Town of Newington, basic operating expenses are provided through budget appropriations each year. These funds pay salaries and keep the building warm and well lit. In order to provide an enhanced environment, great programs and services and make this Center as wonderful as it is, the Center raises funds and accepts donations.

In the past these gifts have allowed us to refurnish our TV Lounge, buy new chairs for our auditorium, buy new TVs, throw great parties including quarterly birthday parties, offset program expenses and much more. In the future, we hope to continue to upgrade our furniture, including new tables and chairs to modernize our cafeteria, get new card tables for the auditorium, improve the acoustics of the building, and create new programs.

You can help the Senior and Disabled Center by:

Visiting our Gift Shop - Open Monday through Friday, our volunteer operated consignment shop sells everything from crafts to office supplies.

Attending our Annual Expo as a vendor or as a participant - Each fall more than 50 vendors showcase their services and products to the public.

Donating used Cell Phones - Through our participation in Cellular Recycling, your old phones are turned into cash.

Making a general donation - Cash gifts are always accepted!

Tribute Donations- Friends or families might want to make a donation in memory of a loved one or in tribute to a special event. The honoree or family will receive a letter to inform them of your recognition. Donations to the Newington Senior and Disabled Center can be made by sending a check to the Town of Newington/Senior and Disabled Center at 120 Cedar Street, Newington, CT 06111.

Bequests - Gifts named in a person's will for a stated amount or a percent of one's estate.

All donations are spent at the discretion of the Commission on Aging and Disability and accounted for by the Town of Newington.

Donations and Gifts

Book display

Gifts of materials

The library accepts donations of books, periodicals, and audio-visual materials. Such donations will be judged on the same basis as materials being considered for purchase. These criteria are outlined in the Collection Development Policy. Retention and/or utilization of donations of materials is at the discretion of the library staff. Many items will benefit the library by being sold at the Friends of the Library book sales.

Gifts of money

The library is pleased to receive monetary donations that will be used to further the purposes of the library. Specific desires of donors will be honored to the maximum extent possible to carry out those purposes; all donations will be acknowledged.

In the case of memorial or honorary gifts, the donor should provide the appropriate information to the Head of Collection Development; all pertinent people will be notified. All materials purchased with memorial gifts will contain a gift plate listing names of the donor and the person honored. Click here to see the new gift plates that are now available.[Gift Plates](#)

Gifts of objects

The House Committee of the Library Board will consider gifts of furnishings and art for the library facility if such gifts are compatible with the library's needs and purpose. Gifts of value that do not relate to library purpose will be sold to benefit the library's income. Retention and/or utilization of such gifts is at the discretion of the Library Board.

Other Gifts

The Lucy Robbins Welles Library Corporation welcomes gifts of all types and will work with you and your financial advisors to maximize the tax benefits for you and the value of your gift to the library. You can find more information on the Legacy Society page. Thank you in advance for your investment in the Lucy Robbins Welles Library.

Ways to Give

Gifts of Cash - gifts of cash can be deducted from your adjusted gross income on your tax return.

Bequests - you can reduce inheritance taxes by designating the Lucy Robbins Welles Library in your will with specific gifts of cash, property or a percentage of your estate.

Matching Gifts - gifts can be doubled, even tripled by matching funds from companies or foundations. Check with your company's or your spouse's company's human resources offices.

Life Insurance - Designate Lucy Robbins Welles Library as a beneficiary of a paid-up policy or a new policy. Help grow the library's endowment and receive a tax deduction.

Donations, Gifts & Contributions

The Senior and Social Services divisions of the Human Services Department have several programs which welcome donations, gifts and contributions. Some programs depend completely on donations and contributions, like the Food Bank and Fuel Bank; while others utilize donations in order to provide special programs and purchase special furnishings or equipment, like the Senior Center and Dial-A-Ride.

The following list demonstrates the many possibilities for contributing to the many programs and services provided by Senior and Social Services in order to enhance the lives of Glastonbury residents:

Monetary Donations

Donations of money are welcomed, and can be designated for certain programs. The money is placed in an account managed by the town's Financial Administration, but is kept separate from the General Fund. It may only be used for the purpose for which it was designated by the donor.

Checks should be written to "Town of Glastonbury" and the memo should specify to which fund the donation should go. At the time of the donation, a Donation Slip should also be completed by the donor. This ensures that the donation will be deposited into the correct fund, for the purpose intended by the donor, and that the donor receives an acknowledgement of the donation. All monetary donations are tax deductible.

Donations may be given in memory of someone, as a celebration of good fortune, as a thank-you for services rendered "above and beyond" what is reasonably expected, as a way to provide services or programs for persons experiencing difficult financial times, or to enhance the lives of others through special senior center programs or activities.

Current funds receiving donations:

Social Services

- Fuel Bank
- Discretionary Fund (provides for one-time, emergency grants)
- Food Bank
- Holiday Fund - This fund currently supports the Back-to-School Program, the Regifting Program, the Thanksgiving Food Program and the Holiday Toy Shop.

Senior Services

- Dial-A-Ride
- Friendship Circle
- Resident Services – provides programming at subsidized Senior Housing sites
- Senior Center Programs
- Senior Services

For more information concerning making a monetary donation to the Human Service Department for any purpose, please call 860-652-7638.

Food and Toiletries Donations

Glastonbury Social Services operates a Food Bank which distributes non-perishable food items, toiletries, and other basic supplies to Glastonbury residents who are experiencing difficult financial times and have an emergency need for these items. The Food Bank is supported solely by donations from individuals, families, groups and businesses. Donations may be brought to the Human Services office at the Riverfront Community Center, 300 Welles St., Glastonbury. Donations are accepted Monday – Friday, 8:00 a.m. until 5:00 p.m. Donors will be asked to complete a Donation Slip.

For suggestions on items most often needed, please see the Food Bank Suggestions List . Donated items must be non-perishable, cans must be without dents and food must be within the date shown on the food product. Thank you for sharing with others!

Seasonal Donations

Glastonbury Social Services holds several programs for families with children who are experiencing financial difficulties. These programs depend completely on donations from the community. These programs and the items collected for them are as follows:

- **Back-to-School Program** – provides backpacks and school supplies for children in Kindergarten through 12th grade. Collection is held in the beginning of August.
- **Regifting Program** – Donated unused and unwanted gifts are collected and assembled into gift baskets for needy children to choose for the significant adults in their lives for Mother's and Father's Day. Collection is held in Feb., March and April.
- **Thanksgiving Food Program** – Ingredients for a traditional Thanksgiving meal are collected during the beginning of November, to be assembled in packages for families who may not otherwise be able to enjoy a "Thanksgiving feast." Grocery store gift cards are also provided so perishable items may be purchased. Collection is held in the beginning weeks of November.
- **Holiday Toy Shop** – New and unopened toys, books, games, puzzles, sports equipment and other holiday gifts for children ages infant through 18 are collected in the beginning of December. Donations of gift cards to stores are also gratefully accepted, as they enable parents to buy that special gift, or they can give gift cards to their older children to shop for themselves. Grocery Store gift cards are also given to enable families to purchase a special meal for the holiday.

For suggestions on items most often needed, or gift suggestions, please click on this link to the Seasonal Donations Suggestions List (Back-to-School Program, Thanksgiving Food Program, Holiday Toy Shop). Donors will be asked to complete a Donation Slip.

For more information on making donations of items, or to organize a collection of items, please call Social Services at 860-652-7638, or email the Social Work Coordinator, janine.fiedler@glastonbury-ct.gov.

Chapter 3.05 - CONTRIBUTED GIFTS FUND

(R.T.M. 2-1-99 § 1)

3.05.020 - Applicability.

This chapter shall apply to all town boards, commissions, agencies and departments except those authorized by separate ordinance to accept and expend monetary gifts and donations.

(R.T.M. 2-1-99 § 2)

3.05.030 - Receipts.

Unlimited individual monetary contributions received by the Town shall be deposited into this fund. Corporate or other third party funds shall also be deposited into this fund, provided proposed contributions from corporate or other third parties exceeding \$10,000.00 must be approved by the Representative Town Meeting prior to deposit into the fund.

(R.T.M. 8-6-07; R.T.M. 2-1-99 § 3)

(Amend. of 12-6-10)

3.05.040 - Expenditures.

Expenditures from this fund shall not be subject to the budgetary process. Expenditures shall be made in compliance with the instructions of the contributing party, if applicable. If any moneys are donated with instructions which the committee deems inappropriate, impractical or impossible to follow, the committee will return the gift to the donor, explaining the reasons the gift cannot be accepted. In the absence of instructions, expenditures may be made to the benefit of the town in a manner determined by the contributed gifts committee.

(R.T.M. 2-1-99 § 4)

3.05.050 - Oversight and accountability.

The contributed gifts committee, consisting of the first selectman, director of finance, director of recreation and parks and outreach director shall determine expenditures not specifically directed by contributors and shall issue a report to the representative town meeting and board of finance indicating the financial activities of the fund each fiscal year.

(R.T.M. 2-1-99 § 5)

Endowment Fund Policies

Enfield

SECTION 5. LIBRARY, BOARD OF LIBRARY TRUSTEES.

The council shall by a majority vote at a meeting to be held biennially by the second Monday in December following elections appoint a Library Board of Trustees to take office on the following January 1, consisting of three (3) members for terms of three (3) years, except that of those first appointed; one (1) shall be for a term of one (1) year, one (1) for a term of two (2) years, and one (1) for a term of three (3) years. Annually thereafter the council shall fill the vacancy occurring. Said board shall be empowered to receive legacies and gifts on behalf of the library endowment funds and shall administer said endowment funds and grants that may be made to the libraries by the State of Connecticut. The department of finance shall have charge of financial record-keeping for the board of library trustees. Said board shall not take part in the administration and operations of libraries.

Also,

The principal funding source for the EMS system in the Town of Enfield is the John Maciolek American Legion Post 154. The present and past members of the Maciolek Post are to be lauded for civic efforts over the years to provide the community with such a vital and necessary service. It is truly unusual to see this level of commitment from an organization who is not mandated to perform this service. The Maciolek Post operates as a non-profit organization and is exempt from paying federal and states taxes under IRS provision 501(c)(3). The main source of funding comes from fund raising, donations, and memorials as a result of solicitation of the community

Documents produced by the Maciolek Post include an independent auditor's report from Mercik, Kuczarski & Bolduc, LLC dated May 3, 2000. Operating expenses for the year ending December 31, 1999 totaled \$104,870. The Post raised \$89,132 for the period ending December 31, 1999. The operating loss of \$14,948 was offset from interest, dividends, and capital gain distributions (\$45,739) for an excess of revenues over expenses of \$21,233. The year previous (1998) saw operating expenses similar to 1999 (\$102,482) with a total of \$69,687 raised through donations and memorials. After the addition of interest, dividends, capital gain distributions, and net gain on investments, a total of \$100,831 was generated to offset the operating expense of \$102,482. The deficiency of revenues over expenses was \$1,651 for 1998. In addition, the Post in 1994 created an endowment trust with the goal of generating operating income and meeting long-term capital needs. As of December 31, 1999, the balance in the endowment trust was \$411,881. In interviews with members of the Post, it was determined their goal is to reach \$1,000,000. The goal of this dollar amount is to make the operating fund self-sufficient.

Easton

The Easton Senior Citizen's Center, Inc. (hereinafter "ESCC") is dedicated to serving the Easton Senior Center and through it, all members of the Easton Community. A private tax exempt 501(c)(3) non-stock corporation, it operates exclusively to promote and support the Easton

Senior Center. Founded in 1976, the corporation coordinates financial resources from private gifts and public grants for the benefit of the Easton Senior Center's programs and facility. The ESCC augments the Center's budget with resources that enrich the cultural, educational and social programs of the Center in areas beyond the responsibility and capability of the local municipal government.

An ENDOWMENT is like a savings account. A portion of the interest generated on the principal provides a permanent source of funds for a particular purpose as determined by the donor. The remainder of the interest is reinvested in the endowment. Since an endowment's principal is never spent, these funds create financial stability, allowing the Senior Center to be less dependent on unpredictable sources of funding such as municipal budgets support. These endowment funds will be professionally managed.

You may create a NAMED ENDOWMENT FUND. This allows the donor the opportunity to associate the name of a family or individual with a project or program of enduring worth.

Additionally, a donor can choose to support a specific area or to give an unrestricted gift. An UNRESTRICTED GIFT is one where the money will be used in areas of greatest need as determined by the BOARD. Unrestricted gifts provide a pool of funds that are NOT RESTRICTED to specific programs uses.

RESTRICTED GIFTS are earmarked for a specific purpose, such as provision of holiday meals to shut-ins. Although both types of gift are important unrestricted gifts are of vital importance because they allow the Board to provide funding for those areas of greatest current need.