

# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Agenda  
Meeting via Zoom

Thursday, October 21, 2021 @ 7 PM

**(ALL ITEMS ON THIS AGENDA ARE SUBJECT TO POSSIBLE ACTION)**

Please use the link below to join the webinar:

<https://us02web.zoom.us/j/81885362699?pwd=dDY1b1dFTHREbWFIMjhIOENpZmdKZz09>

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799

or +1 669 900 6833 or +1 253 215 8782

Webinar ID: 818 8536 2699

Passcode: 938748

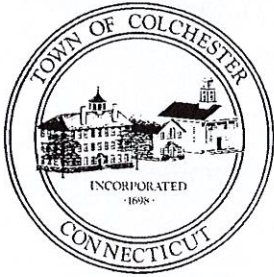
1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS OR DELETIONS TO THE AGENDA
4. CITIZEN'S COMMENTS
5. CORRESPONDENCE: ATTACHED
6. CONSENT AGENDA
  - A. Approve Minutes of the October 7 Board of Selectmen Meeting
  - B. Approve Minutes of the October 13 Board of Selectmen Special Meeting
  - C. Accept Resignation of Darrell York from Conservation Commission with a Term to Expire 10/1/2021
  - D. Reappointment of Rebecca Meyer to Conservation Commission for a Term to Expire 10/1/2024
  - E. Reappointment of Michael Rogers to the Conservation Commission for a Term to Expire 10/1/2024
  - F. Reappointment of Roberta Avery to the Commission on Aging for a Term to Expire 12/1/2024
  - G. Reappointment of Tom Hochdorfer to the Sewer and Water Commission for a Term to Expire 6/1/2024
  - H. Reappointment of Rosanne Tousignant to the Commission on Aging for a Term to Expire 12/1/2024
  - I. Reappointment of Marge Mlodzinski to the Commission on Aging for Term to Expire 12/1/2024
  - J. Appoint Michelle Kosmo from Alternate to Member of the Conservation Commission for a Term to Expire 10/1/2024
  - K. Approval of Homeland Security Grant Program
  - L. Local Prevention Council Funds for 2021-2022
  - M. Tax Abatements

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M. Bylone

7. Basketball Court Reconstruction Contract
8. Set Date for Public Hearing for Code Revisions to Chapter 92 – Open Space Preservation Fund
9. Senior Center Update
10. CITIZEN'S COMMENTS
11. FIRST SELECTMAN'S REPORT
12. LIAISON REPORTS
13. ADJOURN

Requested by	What is requested	Date requested/received	Date Acknowledged	Date Fulfilled
Katrina Davila	Request concerning 327 South Main Street and 24 Halls Hill Road, requesting any variances, special permits or conditions, code violations, certificates of occupancy and approved site plan and/or conditions of approval.	10/11/2021	10/12/2021	
Deanna Bouchard	Audio/Video recordings and or transcripts of the Senior Center Building Committee's and subcommittees - meetings from 7/1/2021 to present.	10/13/2021	10/13/2021	10/13/2021

October 2021 FOI Requests



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Agenda - Amended  
Meeting via Zoom

Thursday, October 7, 2021 @ 7 PM

**(ALL ITEMS ON THIS AGENDA ARE SUBJECT TO POSSIBLE ACTION)**

Members in Attendance: First Selectman Mary Bylone, Selectmen Rosemary Coyle, Denise Turner, Denise Mizla and Taras Rudko

Others Present: Town Planner Matt Bordeaux, Wetlands Officer Jay Gigliotti, Leslie Curtis, Robbie Avery and Sarah and David Levine

1. CALL TO ORDER: First Selectman Called the meeting to order at 7 p.m.
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS OR DELETIONS TO THE AGENDA: R. Coyle motioned to remove number 12 and renumber, seconded by D. Turner. MOTION carried unanimously
4. CITIZEN'S COMMENTS: Leslie Curtis spoke in favor of the code revisions to chapter 92 - open space preservation fund
5. CORRESPONDENCE: ATTACHED
6. CONSENT AGENDA
  - A. Approve Minutes of the September 2 Board of Selectmen Meeting
  - B. Accept Ian Lilly's Resignation from the Planning and Zoning Commission with a term ending in 12/1/2022
  - C. Accept Jason Tinelle's resignation from the Planning and Zoning Commission with a term ending in 12/31/2023
  - D. Accept Lynne Stephenson's resignation from the Parks and Recreation Commission with a term ending in 11/1/2023
  - E. Reappointment of Nola Weston to the Parks and Recreation Commission for a term to end 11/1/2025
  - F. Reappointment of Rosanne Tousignant to the Parks and Recreation Commission for a term to end 11/30/2025
  - G. Reappointment of Carla Rosselli to the Agriculture Commission for a term to end 11/30/2024
  - H. Reappointment of John Malsbenden to the Ethics Commission for a term to end 11/1/2024
  - I. Reappointment of Michelle Kosmo as alternate to Conservation Commission for a term to end 10/1/2024
  - J. Reappointment of Patty Watts as the Agent for the Elderly for a term to end 6/17/2023

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COLCHESTER, CT  
2021 OCT 12 AM 9:19  
Gayle Furman  
TOWN CLERK

K. Tax abatements: R. Coyle motioned to approve the Consent Agenda, seconded by D. Mizla. MOTION CARRIED UNANIMOUSLY

7. INTERVIEW – Stan Soby to Interview for ARPA Ad Hoc Committee for the length of the committee: Stan Soby was interviewed by the Board. R. Coyle motioned to appoint S. Soby to the ARPA Committee, seconded by D. Mizla. MOTION CARRIED with T. Rudko opposing.
8. Code Revisions to Chapter 92 - Open Space Preservation Fund: D. Mizla motioned to move to schedule a Special Town Meeting for revisions to Chapter 92 of the Colchester Code of Ordinances, as prepared by Shipman & Goodwin dated 5/4/2021, revised by Planning Director 9/29/2021, to provide for increased flexibility of the use of the Open Space Preservation Fund for open space purposes, seconded by R. Coyle. MOTION CARRIED with T. Rudko opposing.
9. Request to Conduct Activity on Town-owned Land: D. Turner motioned that the Board of Selectmen authorize Niantic Bay Group, LLC to conduct activity approved by the Planning and Zoning Commission on plans titled “Lot-5 Jordan Alley, 347 Cabin Road, Colchester, CT, prepared for John Doran, June 10, 2021, revised August 31, 2021,” with the conditions that any and all contractors be appropriately insured and include the Town of Colchester as additionally insured and that any and all bonding for the work be posted in accordance with standards outlined in the Colchester Subdivision Regulations and by State Statute. seconded by D. Mizla. MOTION CARRIED UNANIMOUSLY
10. CT DECD Brownfield Assessment Grant Resolution: R. Coyle motioned to adopt a resolution allowing the First Selectman to execute all required documents associated with the CT Department of Economic and Community Development Brownfield Assessment Grant for property on Comstock Bridge Road, known as Assessor’s Map 4W-15 Lot 024-000, seconded by D. Turner. MOTION CARRIED UNANIMOUSLY
11. Open Space Acquisition Resolution: D. Mizla motioned to adopt a resolution allowing the First Selectman to execute all required documents associated with the purchase of property on Middletown Road, known as Assessor’s Map 4W-09 Lot 013-000, seconded by D. Turner. MOTION CARRIED UNANIMOUSLY
12. Dissolve the Long-Term Recovery Committee: D. Turner motioned to dissolve the Long-Term Recovery committee effective, October 7, 2021, seconded by R. Coyle. MOTION CARRIED UNANIMOUSLY
13. Dissolve the Ad Hoc Committee on Diversity and Inclusion: R. Coyle motioned to dissolve the Ad Hoc Committee on Diversity and Inclusion, seconded by D. Mizla. MOTION CARRIED UNANIMOUSLY
14. CITIZEN’S COMMENTS: None
15. FIRST SELECTMAN’S REPORT: Last Friday the mask mandate was lifted after three reporting periods showed lowering COVID cases. CT leads the nation in vaccinations. In concert with the Chatham Health District the town will focus on vaccinations. Sgt. Rondinone retired and the new Resident State Trooper started last Thursday. He will be invited to a Board of Selectmen meeting.
16. LIAISON REPORTS: R. Coyle – None,  
D. Turner – None

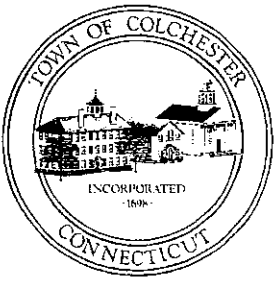
T. Rudko – None

D. Mizla - The Recreation Commission has Trick or Trunk coming up, the Ghost Run and the 5K for Kyle Ashley on October 30.

Youth Services discussed the LPC Grant, for \$7100, which will be used for vaping and mental health. They are going to have their own Trick or Trunk out of a Youth Services Van.

First Selectman – ARPA had their fourth meeting. Dave Koji is chair, Greg Barden Vice Chair. They have set the process for which people can ask for money and they are finalizing the application.

17. ADJOURN: D. Turner motioned to adjourn at 7:57, seconded by D. Mizla. MOTION CARRIED UNANIMOUSLY



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

## Board of Selectman Minutes Special Meeting via Zoom

Wednesday, October 13, 2021 @ 7 PM, following Board of Finance Special Meeting

**Members Present: First Selectman Mary Bylone, Selectmen Rosemary Coyle, Denise Turner, Denise Mizla and Taras Rudko**

1. CALL TO ORDER: First Selectman Mary Bylone called the meeting to order at 7:40 p.m.
2. CITIZENS COMMENTS: Deanna Bouchard spoke in favor of the Senior Center but expressed concern about the timing.
3. SET TOWN MEETING FOR SENIOR CENTER BUILDING: R. Coyle motioned to suspend the reading of the resolution, seconded by D. Mizla. MOTION CARRIED UNANIMOUSLY  
R. Coyle motioned to move the Senior Center Building Project to a Special Town Meeting to be held at the William J. Johnston Middle School Cafeteria, 360 Norwich Avenue in the Town of Colchester, Connecticut, on November 4, 2021, at 6:30 p.m., and acted upon at referendum to be held on Tuesday, November 16, 2021 between the hours of 6:00 a.m. and 8:00 p.m. at Town Hall and appropriate of \$9.5 million dollars and authorize the First Selectman to execute all contracts and change orders, seconded by D. Turner. R. Coyle then withdrew both motions. R. Coyle moved and read the resolution (attached) seconded by D. Mizla. MOTION CARRIED UNANIMOUSLY
4. SET DATE FOR PUBLIC FORUM - Code Revisions to Chapter 92 - Open Space Preservation Fund:  
No Action Taken
5. ADJOURN: T. Rudko motioned to adjourn at 8:19 p.m., seconded by D. Turner. MOTION CARRIED UNANIMOUSLY

RECEIVED  
COLCHESTER, CT  
2021 OCT 15 AM 10:13  
Mary Bylone

**From:** Darrell York <[dyork@msipump.com](mailto:dyork@msipump.com)>

**Sent:** Thursday, October 7, 2021 10:08 AM

**To:** Kamey Cavanaugh <[kcavanaugh@colchesterct.gov](mailto:kcavanaugh@colchesterct.gov)>; Jay Gigliotti <[jgigliotti@colchesterct.gov](mailto:jgigliotti@colchesterct.gov)>

**Subject:** RE: Commission Expiration Reminder

Floks sadly I think I am at the point where I just don't have the time to give to the commission any longer

Thank you

>

> Darrell York

> Mechanical Solutions

> 860-290-1564 ext 103

>

> Opportunity doesn't knock. It presents itself after you break down the door



**From:** [Jay Gigliotti](#)  
**To:** [Heide Perham](#)  
**Subject:** Fw: Conservation Commission alternate member to be full-time  
**Date:** Tuesday, October 19, 2021 1:50:19 PM

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fyi....

Jay Gigliotti  
Town of Colchester  
Planning & Zoning Department  
(860) 537-7283  
[jgigliotti@colchesterct.gov](mailto:jgigliotti@colchesterct.gov)

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**From:** ARTHUR F von PLACHECKI <afvp@sbcglobal.net>  
**Sent:** Wednesday, October 13, 2021 9:55 AM  
**To:** Heide Perham <hperham@colchesterct.gov>; Jay Gigliotti <jgigliotti@colchesterct.gov>  
**Subject:** Conservation Commission alternate member to be full-time

Good Morning,

As Chairman of the Colchester Conservation Commission, I am respectfully requesting the Board of Selectman move Michelle Kosmo from an Alternate member to a Full Time member of the Conservation Commission. Recently, the commission received a resignation from a full-time member of the commission, creating a vacant position. Michelle Kosmo, currently an alternate, is a valuable member of the commission and her appointment to a Full-Time member would be beneficial to the commission.

Any questions please let me know.

A. Falk von Plachecki, Chairman  
Colchester Conservation Commission

**AUTHORIZING RESOLUTION OF THE**

**Colchester Board of Selectmen**

CERTIFICATION:

I, Gayle Furman, the Town Clerk of the Town of Colchester, do hereby certify that the following is a true and correct copy of a resolution adopted by the Colchester Board of Selectmen at its duly called and held meeting on October 21, 2021, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Town of Colchester may enter into with and deliver to the **State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security** any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Mary Bylone, as First Selectman of the Town of Colchester, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Colchester and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Mary Bylone now holds the office of First Selectman and that he/she has held that office since November 18, 2019.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 21st day of October, 2021.

Gayle Furman, Town Clerk

PLACE  
SEAL HERE  
(or "L.S." if  
no seal)




**FFY 2021 STATE HOMELAND SECURITY GRANT  
PROGRAM Region 4 MEMORANDUM OF  
AGREEMENT  
Data Sheet**




Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

**THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY**

Step 2- After populating the document, obtain the correct signatures as outlined by the completion checklist on the following page. Digital and /or scanned signatures can be used, no hardcopy/original signatures are required.

<b>Town Information:</b> 	
<b>Person Completing Document:</b>	Sean C. Shoemaker, EMD
<b>Municipality Name:</b>	TOWN OF COLCHESTER
<b>Town CEO Name:</b>	Mary Bylone
<b>Town CEO Title (ie. Mayor):</b>	First Selectman

\*Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"

<b>Point of Contact Information:</b> 	
<b>POC Name &amp; Title:</b>	Mary Bylone First Selectman
<b>Address:</b>	127 Norwich Avenue, Colchester, CT 06415
<b>Email:</b>	selectman@colchesterct.gov
<b>Phone:</b>	860-537-7220
<b>Fax:</b>	860-537-0547



**FFY 2021 STATE HOMELAND SECURITY GRANT PROGRAM  
Region 4 MEMORANDUM OF AGREEMENT CHECKLIST**



Please use this checklist to insure completion and accuracy of the following agreement.

**1.**

**Instructions for: TOWN OF COLCHESTER**

**Received by:** Sean C. Shoemaker, EMD

**For the MOA:**

- A municipal point of contact been identified (p. 1 and 10).
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

**Authorizing Resolution Attached**

The Blanket Resolution Template includes the recommended language for a resolution.

If the information on a blanket resolution signed in a prior year is still valid, the town clerk can verify the accuracy, sign and seal the resolution. In order for a raised seal to be visible in a scan, please rub a pencil over the seal. If a Blanket Resolution is not used, the resolution must reference the FFY 2021 Homeland Security Grant Program. No other resolutions shall be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2021 HSGP funds by the REPT. (Sample attached, the Fiduciary will complete this form for custodial owners of equipment purchased under the FY 2021 Homeland Security Grant Program)

**Once complete, e-mail (no hard copies need to be sent) the complete MOA package (MOA and resolution) to: James Butler, Executive Director, SECCOG, Region 4 Fiduciary: [jbutler@seccog.org](mailto:jbutler@seccog.org)**

**2.**

**Instructions for the Southeastern  
CT Council of Governments**

**Received by:** \_\_\_\_\_

**Review and Signature**

- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.
- The Region 4 REPT Chair has signed and dated the agreement.
- The Region 4 REPT Chair's name has been typed in the space provided.
- All of the items listed on this checklist have been completed and are correct.

Submit completed MOAs and resolutions to your DESPP/DEMHS Program Manager by email on a quarterly basis.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2021 HSGP funds by the REPT. (Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2021 Homeland Security Grant Program)

**DUE DATE:**

**Send to Regional Fiduciary on or before  
December 15, 2021**

# MEMORANDUM OF AGREEMENT

## REGARDING USE OF FEDERAL FISCAL YEAR 2021 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 4

### I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

#### A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF COLCHESTER, Southeastern CT Council of Governments (SECCOG) (Fiduciary) and the Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2021 State Homeland Security Grant Program (SHSGP), Award No. EMW-2021-SS-00086. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2021 SHSGP in the total amount of \$1,725,204.20 on behalf of local units of government, for the following nine regional set-aside projects designed to benefit the state's municipalities:
  - 1) Regional Collaboration; 2) Enhancing Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS (National Priority Project); 3) Addressing Emergent Threats (National Priority Project); 4) Capitol Region Metropolitan Medical Response System -MMRs; 5) Medical Preparation and Response; 6) Citizen Corps. Program; 7) Enhancing Cybersecurity (National Priority Project); 8) Enhancing the Protection of Soft Targets/Crowded Places - allocation included in regional allocations- (National Priority Project); and, 9) Combatting Domestic Violent Extremism (National Priority Project).
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4 including TOWN OF COLCHESTER – has created, and established bylaws for, the Region 4 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 4
6. TOWN OF COLCHESTER is eligible to participate in those Federal Fiscal Year 2021 SHSGP regional allocations made through the Region 4 REPT and not included in the set-aside projects (unless otherwise noted), in the amount of \$385,306.80 for Region 4 REPT which will be made available to the jurisdictions in Region 4 in the manner recommended by the Region 4 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

#### B. Purpose of Agreement

The SAA and TOWN OF COLCHESTER enter into Part I of this MOA authorizing the SAA to act as the agent of TOWN OF COLCHESTER and allowing the SAA to retain and administer grant funds provided under 2021 SHSGP for the nine regional set-aside projects listed above, and also for SECCOG to provide the financial and programmatic oversight described below.

#### C. SAA and TOWN OF COLCHESTER Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,725,204.20 in furtherance of the nine regional set-aside projects listed above.

TOWN OF COLCHESTER agrees to allow the SAA to provide financial and programmatic oversight of the \$1,725,204.20 for the purpose of supporting the allocations and uses of funds under the

2021 SHSGP consistent with the 2021 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. TOWN OF COLCHESTER agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the nine regional set-aside projects listed above.

**D. SECCOG and TOWN OF COLCHESTER Responsibilities**

TOWN OF COLCHESTER also agrees to allow SECCOG to provide financial and programmatic oversight of the Federal Fiscal Year 2021 regional allocation in the amount of \$385,306.80 targeted to member municipalities in DEMHS Region 1 and recommended through the Region 1 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 1 REPT and DEMHS.

**II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS**

**A. Introduction**

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF COLCHESTER, the SECCOG (Fiduciary), and the DEMHS Region 4 Regional Emergency Planning Team ( Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. TOWN OF COLCHESTER has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF COLCHESTER, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that TOWN OF COLCHESTER may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2021 grant funds, as approved by the Region 4 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 4 REPT.
5. The Region 4 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. SECCOG (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2021;

**B. Purpose.**

DESPP/DEMHS, the Region 4 REPT, SECCOG (Fiduciary), and TOWN OF COLCHESTER, enter into Part II of this MOA regarding asset(s) for which TOWN OF COLCHESTER agrees to be the custodial owner, and which are described in the approved 2021 Subgrant Application and will be added to this MOA as Appendix A.

**C. Agreements and Responsibilities of the Parties.**

**1. Definitions.**

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

**2. Responsibilities of DESPP/DEMHS and SECCOG (Fiduciary)**

In its role as SAA, DESPP/DEMHS will subgrant funds to SECCOG which, as the Region 4 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

### 3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in TOWN OF COLCHESTER may be made after the execution of this agreement and that Appendix A shall be completed accordingly. TOWN OF COLCHESTER agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 4 REPT, and the Chief Executive Officer, or his/her designee, of TOWN OF COLCHESTER.

### 4. Responsibilities of Custodial Owner

TOWN OF COLCHESTER understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, TOWN OF COLCHESTER agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of TOWN OF COLCHESTER's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by TOWN OF COLCHESTER shall conform to the manufacturer's recommendations. If appropriate, TOWN OF COLCHESTER shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of TOWN OF COLCHESTER performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

### 5. Responsibilities of the REPT.

The Region 4 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), TOWN OF COLCHESTER is furthering regional collaboration and mutual aid on behalf of all of the members of Region 4.

**6. Assignment of Asset(s).**

If TOWN OF COLCHESTER does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days notice before re-assigning the asset.

**III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT****A. Effective Date.**

The terms of this agreement will become effective when all parties have executed it.

**B. Authority to Enter Agreement.**

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of TOWN OF COLCHESTER is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

**C. Duration of Agreement.**

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving TOWN OF COLCHESTER written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

**D. Amendment of the Agreement.**

This agreement may be modified upon the mutual written consent of the parties.

**E. Litigation.**

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

**F. State Liability.**

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until TOWN OF COLCHESTER, through the Region 4 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.



## G. Confidential Information

a. **Confidential Information:** Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DESPP/ DEMHS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

b. **Confidential Information Breach:** Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

## H. Audit Compliance.

If TOWN OF COLCHESTER through the Region 4 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then TOWN OF COLCHESTER must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder.

TOWN OF COLCHESTER agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

## I. Lobbying, Debarment, and Suspension.

TOWN OF COLCHESTER commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state

and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

**J. Executive Orders.**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. TOWN OF COLCHESTER agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order. The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract may also be subject to Executive Order No. 14 and Executive Order No. 49. Executive Order of Governor M. Jodi Rell, promulgated April 17, 2016, concerning procurement of cleaning products and services. Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions.

**K. Non-Discrimination Clause.**

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

**L. Non-discrimination on the Grounds of Sexual Orientation.**

1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post

copies of the of the notice in conspicuous places available to employees and applicants for employment;

3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**M. Points of Contact.**

<b>1. The Point of Contact for the SAA</b>	
<b>Name &amp; Title:</b> Deputy Commissioner Regina Y. Rush-Kittle	
<b>Address:</b> 1111 Country Club Road, Middletown, CT 06457	
<b>Email:</b> <a href="mailto:regina.rush-kittle@ct.gov">regina.rush-kittle@ct.gov</a>	<b>Phone:</b> 860-685-8531
	<b>Fax:</b> 860-685-8902
<b>2. The Point of Contact for TOWN OF COLCHESTER</b> (Please fill in the following fields)	
<b>Name &amp; Title:</b> Mary Bylone <span style="float: right;">First Selectman</span>	
<b>Address:</b> 127 Norwich Avenue, Colchester, CT 06415	
<b>Email Address:</b> selectman@colchesterct.gov	<b>Phone:</b> 860-537-7220
	<b>Fax:</b> 860-537-0547

**M. Other provisions.**

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or TOWN OF COLCHESTER. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the dates written below:

THE TOWN OF COLCHESTER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Its Chief Executive Officer  
 Duly Authorized  
 Typed Name &  
 Title: Mary Bylone First Selectman

**The Southeastern CT Council of Governments (SECCOG)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Its Chief Executive Officer  
 Duly Authorized  
 Typed Name \_\_\_\_\_

**THE REGION 4 REGIONAL EMERGENCY PLANNING TEAM**

By: \_\_\_\_\_

Date:

Its Chair  
Duly Authorized  
Typed Name: \_\_\_\_\_

\_\_\_\_\_

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

Date:

By: \_\_\_\_\_

\_\_\_\_\_

Regina Y. Rush-Kittle  
Deputy Commissioner  
Duly Authorized

# MEMORANDUM OF AGREEMENT

REGARDING USE OF  
FEDERAL FISCAL YEAR 2021 STATE HOMELAND SECURITY  
GRANT FUNDING AND CUSTODIAL OWNERSHIP OF  
REGIONAL ASSETS IN DEMHS Region 4

## APPENDIX A

FOR THE \_\_\_\_\_ (name of municipality)

Equipment Description

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---Sample---

The Regional Fiduciary will complete this form(s) for custodial owners of equipment purchased under FY 2021 Homeland Security Grant Program.

(name of municipality)

\_\_\_\_\_  
Date: \_\_\_\_\_  
Its Chief Executive Officer  
Duly Authorized  
Typed Name &  
Title: \_\_\_\_\_

**THE Region 4 REGIONAL EMERGENCY PLANNING TEAM**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chair  
Duly Authorized  
Typed Name: \_\_\_\_\_

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Regina Y. Rush-Kittle  
Deputy Commissioner  
Duly Authorized

LPC Town: \_\_\_\_\_ LPC Applicant: \_\_\_\_\_

### Funding Application for Grant to Support Local Prevention Council

1	Application Date	Funding Start Date TBD - June 30, 2021
2	Applicant Agency (Legal Name & Address)  Town of Colchester Youth & Social Services 127 Norwich Avenue Colchester, CT 06415	Applicant Agency FEIN
3	Has a permanent Local Prevention Council been established? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
4	Local Prevention Council name and address  Youth First Coalition 127 Norwich Avenue Colchester, CT 06415	
5	LPC Contact Person (Programmatic)  Valerie Geato	Telephone Number/Fax Number  860-537-7255
	Title  Youth Services Director	Email Address  vgeato@colchesterct.gov
6	Contact Person (Fiscal)  Same	Telephone Number/Fax Number
	Title	Email Address
7	List town(s) impacted/included in application Colchester	
8	Is litigation pending on any of the applicant organization's programs? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes    If yes, briefly explain below.	
<b>FUNDING SUMMARY</b>		
9	Total Program Budget  7,102.79	Amount Requested  7,102.79

**Funding Application for Grant to Support Local Prevention Council**

ATTESTATION			
10	I attest that to the best of my knowledge and belief, the information in this application is true and correct, the document has been duly authorized by the governing body of the contractor, the contractor has legal authority to apply for assistance, the contractor will comply with applicable state and/or federal regulations, and that I am a duly authorized signatory for the contractor.		
	Name (Print Or Type)	Title	Signature
	Valerie Geato	Director	
			Date
AUTHORIZING SIGNATURE(S)			
11	In order for this application to be considered for funding, it must be signed by an official signatory of the prioritized municipality.		
	Name (Print Or Type)	Title	Signature
	Mary Bylone	First Selectman	
			Date
12	If proposed activities involve the public schools in the prioritized community, the signature of the Superintendent of Schools (or designee) is required.		
	Name (Print Or Type)	Title	Signature
			Date

**13. Partnership(s)**

**A. Why was this partner(s)/community based-organization chosen?**

We are not partnering with a CBO

**B. What is the evidence of this partner(s)/community based-organization's capacity to manage community based coalitions?**

N/A

**C. What is the evidence of this partner(s)/community based-organization's commitment to the community?**

N/A



LPC Town: \_\_\_\_\_ LPC Applicant: \_\_\_\_\_

Funding Application for Grant to Support Local Prevention Council

14. WORKPLAN (use as many pages as needed)						
LPC Town Served: Colchester						
Statewide Priority Problem Substance: Vaping						
Goal 1: Reduce vaping use rates by 5% by 2025 among 12-18 year-olds by targeting related risk and protective factors.						
Service Type Code	Activity	Resources/Partners	Proposed Priority Population(s)	Estimated numbers served	Proposed Service Dates/Ranges (MM/YY)	
STC10	Youth Action Council will develop a logic model, strategic plan and work plan to promote #VapeFreeColchester to peers	Youth Action Council, Coalition Coordinator, Program Coordinator, Youth First Coalition	Colchester Middle and High Schools students	600	9/30/21-6/30/22	
STN11	Youth Action Council will disseminate #VapeFreeColchester materials to peers	Youth Action Council, Coalition Coordinator, Program Coordinator, School Sector Reps	Colchester Middle and High School students	600	12/1/21-6/30/22	
STC013	Coalition Building	This activity is supported by funding from DFC.				
STC014	Coalition Capacity Building	This activity is supported by funding from DFC				
STC015	Program evaluation of process and outcomes will be collected through surveys of Youth Action Council Members	YSB Staff, Additional data collection is supported through DFC funding.	Program Participants	12-15 Youth Action Council Members	9/30/21-6/30/22	
STC05	Coalition Meetings	This activity is supported by				

LPC Town: \_\_\_\_\_ LPC Applicant: \_\_\_\_\_

**Funding Application for Grant to Support Local Prevention Council**

STC02	Community Assessment	funding from DFC. This activity is supported by funding from DFC.			
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LPC Town: \_\_\_\_\_ LPC Applicant: \_\_\_\_\_

**Funding Application for Grant to Support Local Prevention Council**

LPC Town: \_\_\_\_\_ LPC Applicant: \_\_\_\_\_

Funding Application for Grant to Support Local Prevention Council

14. WORKPLAN (use as many pages as needed)						
LPC Town Served: Colchester						
Local/Priority Problem Substance(s): Mental Health/Substance Use Prevention						
Goal 1:						
Service Type Code	Activity	Resources/Partners	Proposed Priority Population(s)	Estimated numbers served	Proposed Service Dates/Ranges (MM/YY)	
STN02	Community Health & Wellness Fair- Fresh Check Day	YSB Staff, Coalition Members, Community Partnerships	Parents and Guardians	200-300	May 2022	
STE04	Community Conversation Series – Two sessions on Coping skills for stress & Anxiety management	YSB Staff, Coalition Members	Parents and Guardians, Youth	50-100	November 2021-June 2022	
STN11	Teacher Classroom Resource Packets- Mindfulness, Stress & Anxiety Coping Skills for classroom implementation	YSB Staff, Coalition Members, Community Partnerships	Teachers	50-75	January 2022-June 2022	
ST06	Teacher Training- Classroom tools for Teaching Mindfulness, Stress & Anxiety Management- Two trainings presented by YSB Staff	YSB Staff, Coalition Members	Teachers	50-75	January 2022-June 2022	
STV04	Teacher Training- Establish policy/procedure for	YSB Staff, Project Courage Counselors	Teachers, School Staff	50-75	November 2021	

LPC Town: \_\_\_\_\_ LPC Applicant: \_\_\_\_\_

**Funding Application for Grant to Support Local Prevention Council**

STC06	referral to Project Courage SUD Counseling program in schools and train teachers/coaches/staff Training Services- YSB Staff will be trained to deliver Evidence-Based program for Mindfulness & Stress and Anxiety coping skills	YSB Staff	Teachers, Parents, Students	2-3	November 2021-January 2022
STC013	Coalition Building	This activity is supported by funding from DFC.			
STC014	Coalition Capacity Building	This activity is supported by funding from DFC			
STC05	Coalition Meetings	This activity is supported by funding from DFC.			
STC02	Community Assessment	This activity is supported by funding from DFC.			
STC015	Program evaluation of process and outcomes will be collected through evaluation surveys of each activity or program offered	YSB Staff	Program Participants	200-300	September 2021 -June 2022

LPC Town: \_\_\_\_\_ LPC Applicant: \_\_\_\_\_

**Funding Application for Grant to Support Local Prevention Council**

**Funding Application for Grant to Support Local Prevention Council**

**15. Budget Narrative**

Please use or replicate the format below to complete your Budget Narrative and Budget Justification below for each line item. This budget amount is located in Appendix A. of the Announcement and should show exactly what requested dollars will purchase keeping the following in mind:

- Allowable administrative costs may not exceed 15% of total funding.
- Honorariums not to exceed \$500.00.
- Allowable program expenses may include materials/supplies, equipment rentals, and programmatic food expenses; however, food expenses may not exceed more than 5% of the total budget for the entire funding period.
- Direct services for intervention or treatment are not allowed.
- Receipts must be maintained as you may need to submit them upon request.

<b>Budget Narrative</b>	
<b>Item(s)</b>	<b>Total Costs</b>
Supplies, printing, postage	\$2,900
Campaign/print materials/website	\$2,702.79
Honorarium	\$500
Administrative Cost/Professional Development	\$1,000
<b>Total</b>	<b>\$7,102.79</b>

Please provide a Budget Justification for the items noted in the narrative above:

**Supplies, Printing, Postage:**

\$2,600: Mental Health & Wellness Fair Supplies. Fresh Check Day will include several activity booths focused on mental health wellness. Activity supplies for each of the booths will be purchased. This event is partially funded from other funding sources.

\$300: Food/snacks for Community Conversations and Teacher Trainings. Light refreshments will be provided at two community conversations and three teacher trainings.

**Supplies Total: \$2,900**

**Campaign/Print Materials:**

\$1,872.79: Supplies for Teacher Classroom Wellness Initiatives. Teachers will be provided with a supply kit to implement classroom mindfulness and stress/anxiety coping skills in their classrooms following trainings provided by YSB Staff.

\$830: Youth Action Council Vaping Prevention Campaign. Youth Action Council will purchase marketing materials and supplies for student promotional give-ways to be distributed to students in the high school and middle school.

**Campaign/Print Materials Total: \$2,702.79**

**Honorariums:**

\$500: two honorariums for two community conversation speakers at \$250 each. Speakers will present Mental Health Wellness/Stress & Anxiety Coping Skills to community members at two separate events.

**Administrative/Professional Development:**

\$1,000: YSB staff will be trained to deliver program for stress management/anxiety coping

LPC Town: \_\_\_\_\_ LPC Applicant: \_\_\_\_\_

**Funding Application for Grant to Support Local Prevention Council**

<b>Budget Narrative</b>	
<b>Item(s)</b>	<b>Total Costs</b>
skills in the classroom. YSB Staff will present material to teachers for classroom techniques to encourage mindfulness, stress & anxiety coping skills for students in a classroom setting. Teacher Trainings will occur during teacher staff meetings.	



LPC Town: \_\_\_\_\_ LPC Applicant: \_\_\_\_\_

### Funding Application for Grant to Support Local Prevention Council

#### 16. Local Prevention Council Membership List

Member Name	Gender	Race	Email Address	Title	Sector Representation
Russell Melmed	M	W	Russell.melmed@chathamhealth.org	Director, Chatham Health	Health
Jacquelyn Rose	F	W	JRose01@connecticutchildrens.org	Secretary	Parent
Pam Scheibelein	F	W	pamslog@comcast.net	Chairman	Parent
Chris Bennett	M	W	<a href="mailto:cbennett@colchesterct.org">cbennett@colchesterct.org</a>	Principal	School
Sam Van Zilen	F	W	<a href="mailto:gsvzkids@gmail.com">gsvzkids@gmail.com</a>		Parent
Carol Wikarska	F	W	carolwikarska@yahoo.com		Business
Valerie Geato	F	W	vgeato@colchesterct.gov	Director	Youth Serving Org
Christine Miskell	F	W	cmdvm@yahoo.com	Treasurer	Health
Michelle Wyatt	F	W	<a href="mailto:taxcollector@colchesterct.gov">taxcollector@colchesterct.gov</a>		Civic
Craig Scheel	M	W	kc82@colchesterct.gov	School Resource Officer	Law Enforcement
Tiffany Quinn	F	W	<a href="mailto:redirector@colchesterct.gov">redirector@colchesterct.gov</a>	Director, Parks and Rec	Media
Katie Peterson	F	W	<a href="mailto:kpeterson@projectcourageworks.com">kpeterson@projectcourageworks.com</a>	Substance Use Counselor	Substance Use Organization
Lauren Lorincz	F	W	<a href="mailto:Lauren.lorincz@gmail.com">Lauren.lorincz@gmail.com</a>	Pastor	Religious
Ann Marie Maffuid	F	W	amaffuid@ucfs.org	Clinical Director	Youth Serving Organization
Melissa Cyr	F	W	<a href="mailto:mcyr@colchesterct.org">mcyr@colchesterct.org</a>	Assistant Principal	Schools
Charity Benedict	F	W	<a href="mailto:cbenedict@colchesterct.gov">cbenedict@colchesterct.gov</a>	Coalition Coordinator	government
Holly Rozanski	F	W	<a href="mailto:hrozanski@colchesterct.gov">hrozanski@colchesterct.gov</a>	Program Coordinator	Youth Serving Org

**Board of Selectman**

To: Mary Bylone, First Selectman

From: Tiffany Quinn, Recreation Director

Date: October 19, 2021

Re: Contract with Hinding for Basketball Courts

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Basketball quote has been updated and confirmed with the company and is attached along with the contract. Hinding hopes to replace the court within the next few weeks (weather dependent) and paint the court in the spring. The quote has a 30 day expiration date, after which it will need to be updated by the company and the fees may be increased.

**Proposed Motion:** Allow the First Selectman to sign any and all documents pertaining to the rebuild of the RecPlex basketball courts.

**HINDING TENNIS CONTRACT**

**HINDING TENNIS, LLC**

24 Spring St., West Haven, CT 06516 [info@hindingtennis.com](mailto:info@hindingtennis.com)

**203-285-3055**

CT Lic #574832

Owner Name: Colchester Park and Recreation

Telephone: 860-537-7297

Billing Address: 127 Norwich Ave.  
Colchester CT 06415

Site Location: Rec Plex

**Description of Work to be Performed: Furnish all materials, labor and insurance to perform the HINDING TENNIS Basketball Court Reconstruction**

**Estimated Start date (weather permitting):** Fall 2021

**Projected Completion date (weather permitting):** Spring 2022

**Price and Payment:** Contractor proposes to perform the Work for:

\$ 50,947.00

Base Price

\$ Exempt

Additional CT State Labor Tax (to be paid in full with first installment)

**\$ 50,947.00**

**Total Price, Payable As Follows:**

\$ 25,473.50

50% 'Down payment' of 50 % due on the date of contract signing

\$ 25,473.50

Balance upon completion of project

**Note:** We schedule work, and accept or decline other work, based on when we receive signed contracts and deposits. **The Initial Deposit is, therefore, NON-REFUNDABLE after the three-day rescission period (described more fully below) has expired.**

Contractor will furnish all equipment, machinery, material, tools and labor in accordance with the above *Description of Work to be Performed*. Price will include: Mobilization, Grading, Paving, Color Coating and Line Striping.

Any alterations or deviations from the *Description of Work to be Performed* will be performed only upon execution of a written Change Order by all parties and will be charged separately to Owner over and above the Price stated above under the terms and conditions of this Contract.

If full payment is not made within 60 days of completion, this will nullify and void the warranty, if any. All unpaid balances are subject to a 1.5% per month service charge for any unpaid balances after 30 days. Owner shall pay reasonable attorneys' fees and court and collection costs if legal action is taken by Contractor or its assigns to collect amounts due under this Contract.

Contractor shall not be responsible for delays (including delays in the Start Date and Completion Date) caused by weather, strikes, delivery delays, material unavailability or other factors beyond its control. Contractor will carry workers' compensation and public liability insurance throughout the term of this Contract. Owner shall carry general casualty/catastrophe insurance, and shall bear all risk of loss with regard to all Work, including all labor, material and work-in-progress, in the event of loss by casualty or catastrophe.

Contractor discloses that no owner of Contractor has been a shareholder, member, partner or owner of any other corporation, limited liability company, partnership, sole proprietorship or other legal entity which has been a new home construction contractor or a home improvement contractor under Connecticut law within the last five years.

We reserve the right to take before, during & after photos of your particular job & use photos for marketing purposes. We will never give out your name or street address without your consent.

**YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT). THIS TRANSACTION IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION ACT AND THE IMPROVEMENT ACT OF THE CONNECTICUT GENERAL STATUTES. THIS INSTRUMENT IS NOT NEGOTIABLE.**

**Contractor: HINDING TENNIS, LLC**

By Thomas P Hinding, its Owner \_\_\_\_\_ Date: 10/15/2021 Rep: Mark

**This Contract is accepted by Owner(s) on the date indicated below. The latest date on which an Owners signs this agreement is the date of this transaction:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print name Sign

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print name Sign

THE FOLLOWING PAGES ARE ONLY USED TO CANCEL THE CONTRACT WITHIN THREE (3) DAYS AFTER SUBMITTING A SIGNED COPY OF THE PRECEDING PAGES. DO NOT SIGN NOR REMIT THEM IF YOU WOULD LIKE THE JOB TO PROCEED AS DESCRIBED.

**NOTICE OF CANCELLATION**

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE DATE OF THE TRANSACTION. THE DATE OF THIS TRANSACTION IS \_\_\_\_\_.**

**IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE CONTRACTOR OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE CONTRACTOR EITHER AT YOUR RESIDENCE OR AT THE PLACE OF DELIVERY, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT; OR YOU MAY, IF YOU WISH, COMPLY WITH CONTRACTOR'S INSTRUCTIONS REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE CONTRACTOR'S EXPENSE AND RISK.**

**IF YOU DO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR AND THE CONTRACTOR DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR, OR IF YOU AGREE TO RETURN THE GOODS TO THE CONTRACTOR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.**

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO THE CONTRACTOR, HINDING TENNIS, LLC, 24 SPRING ST., WEST HAVEN, CT 06516 NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. THE LAST DAY YOU CAN SEND THIS NOTICE IS \_\_\_\_\_.**

**I HEREBY CANCEL THIS TRANSACTION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

X \_\_\_\_\_  
OWNER

X \_\_\_\_\_  
OWNER

**The undersigned acknowledge receipt of two copies of this Notice of Cancellation on the Transaction Date listed in the first paragraph above:**

X \_\_\_\_\_  
OWNER

X \_\_\_\_\_  
OWNER

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OWNER

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X \_\_\_\_\_  
OWNER

X \_\_\_\_\_  
OWNER



IF YOU CAN  
PLAY ON IT,



WE CAN  
BUILD IT

Durability • Reliability  
Playability • Engineered to Last



Tennis Industry Magazine Contractor of the Year —  
10 and Under Tennis (2011)



Hinding Tennis Courts, LLC • 24 Spring Street • West Haven, CT 06516 • p 203-285-3055

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October 14, 2021

Tiffany Quinn  
Colchester Park and Rec  
Colchester, CT  
860-537-7297  
RecDirector@colchesterct.gov

*Re: Court Refurbishment Proposals*

Dear Tiffany,

Thank you for considering Hinding Tennis for your recreational needs. It is our goal to provide you with the highest quality sport surfacing products and installation in the industry.

We at Hinding Tennis stand committed to excellence and it is our goal to provide you with the highest quality materials. As a current member of the American Sports Builders Association we are always up to date on the newest innovations and industry trends. Our goal is always to exceed your expectations and let the finished product speak for itself.

We know you have many options when choosing a sport-surfacing contractor, therefore we continually strive to provide the most competitive pricing without compromising the quality or workmanship.

All of us at Hinding Tennis thank you for the opportunity to provide you with this proposal and look forward to working with you in the future.

Sincerely,

*Mark Biolzi*

Mark Biolzi  
203-671-4817

[www.HindingTennis.com](http://www.HindingTennis.com)



**PROCEDURE TO BE AS FOLLOWS:**

Furnish all materials, labor and insurance to perform the **HINDING TENNIS TENNIS COURT CONSTRUCTION** of (1) new 104' x 78' Asphalt Basketball Court. PLEASE NOTE: Price does not include surveys, plans, design or permits. Existing Hoops will remain.

**Specifications of Services to be Provided:**

- 1. MOBILIZATION** - Mobilize the necessary equipment to perform the required work for your project as itemized below. This fee is associated with the work that is necessary to set up your job and organize the necessary equipment that is needed to load and mobilize to and from the job site each day.
- 2. GRADE** - Reclaim area and Re-Grade to 1% pitch.
- 3. PAVING** - Furnish and install two (2) asphalt lifts - each 1.5" for a total compaction of 3". First lift will be a class I binder mix and 2nd lift will either be a class II driveway mix or Tennis Court Mix. Establish 1% pitch on court to allow for proper drainage.
- 4. ACRYLIC COLOR COATING** - Furnish and install the (3) coat acrylic color coating surface system to entire area. The Hinding surfacing system consists of 1 resurfacer, 1 filler and 1 finish coat.
- 5. LINE STRIPING** - Layout and stripe all lines per NCAA for hitting wall. Apply one coat of acrylic Line primer. Once Line primer has cured apply One (1) coat of textured White Line Paint. This (2) two coat application provides sharp lines and greater durability and longevity. The line paint is textured.

**Pricing as indicated below:**

Mobilization	\$ 1,483.00
Grading	\$ 2,850.00
Paving	\$32,921.00
Color Coating	\$12,325.00
Line Striping	\$ 1,368.00

**TOTAL COST: \$50,947.00**

[www.HindingTennis.com](http://www.HindingTennis.com)



# PAYMENT SCHEDULE

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**STATE SALES TAX WILL BE CHARGED WHERE APPLICABLE. PAYMENT IS EXPECTED UPON TIMELY COMPLETION.**

**CREDIT CARD PAYMENTS WILL REQUIRE A 2% CREDIT CARD PROCESSING FEE.**

Payment Schedule is to be as follows **unless otherwise specified on the contract:**

**For jobs priced below a threshold of approximately \$3,000.00 (subject to vary):**

100% "Full payment", plus applicable tax on total amount, due upon signing and remittance of forthcoming contract if this estimate is approved, before work can begin. Please be ready to include a payment along with a signed contract.

**For jobs priced above a threshold of approximately \$3,000.00 (subject to vary):**

1. 50% "Down payment", plus applicable tax on total amount, due upon signing and remittance of forthcoming contract if this estimate is approved, before work can begin. Please be ready to include a payment along with a signed contract.
2. 30% "Good faith payment", considered due the day we begin work on your project.
3. 20% "Remainder payment", considered due the day we end work on your project.

**PLEASE NOTE:** In the event that payment is not made as specified above, it is agreed that Hinding Tennis, LLC will receive interest at the prevailing wage rate unpaid balance, plus all the cost of collection, including a reasonable attorney's fee. In the event that payment is not made as specified, Hinding Tennis, LLC retains the right to halt works until past due payments are made. Above prices are submitted for approval within sixty days and after that time may be revised. We reserve the right to take before, during & after photos of your particular job & use photos for marketing purposes. We will never give out your name or street address without your consent.

**ACCEPTANCE OF PROPOSAL:** Please call the office (203-285-3055) or one of the owners directly if someone is not in touch with you shortly and you are intent on proceeding with the work as described. We will provide a contract for you to sign and remit with payment so that we may begin work.

[www.HindingTennis.com](http://www.HindingTennis.com)



# ABOUT US



*“Over the years, Hinding Tennis has helped make GRSC a community club with the best hard court surfaces inside and out, as well as junior lines and stand alone courts, outdoor lighting and pickleball courts. They are a great partner in the tennis business.”*

—Sarah Boone, Owner, Guilford Racquet & Swim Club



Since **1994** the Team at Hinding Tennis, LLC has been building superior Recreational Courts for all types of surfaces. We specialize in Post Tension Concrete Courts and our patented Rubberized Cushion System is a very popular surface among many avid players.

Hinding prides itself on quality workmanship and retains over 90% of its work force each season; our crews are extremely knowledgeable and are some of the most experienced in the business.

From Har Tru to Post Tension Concrete to Tennis and Basketball Courts to Playgrounds and just about anything recreational, we offer only the best products and services. We are actively involved in the ASBA (American Sports Builders Association) and we are constantly on the cutting edge of new technology.

Our reputation speaks for itself and clubs, residential, parks, schools and municipalities count on us everyday.

We can customize any job to any size, any color and any speed. Our customer service and sales representatives are extremely knowledgeable of all types of surfaces, coatings and building new courts. So please call us today for a free analysis of your project.



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Official 10 and Under Tennis Court Installer

# BASKETBALL



## Goalrilla Systems

No Other Basketball Hoop Compares

Goalrilla makes the toughest basketball training equipment on the planet. Push the limits of your body and don't worry about the limits of your basketball equipment. You get authentic hoops action for the home or the outdoor court with THE POWER TO CHANGE YOUR GAME™.

Hinding works with only the best manufacturers of basketball hoops including JayPro, Spalding, Produnk, Gared, Bison, and Gill Athletics.



## DOMINATOR

The Best Basketball Hoop on the Planet.

The Dominator Hoop is a professional-grade, adjustable, in-ground basketball hoop designed specifically to bring the highest quality of sports to your home. The Dominator is perfect for your driveway, parking lot, or virtually any outdoor court. The state of the art height adjustment mechanism is hands down the Dominator's best feature. The Dominator adjusts telescopically using a very tight sliding mechanism vs. rotating pivot points. It's safe, reliable, simple to operate, and built to last.



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# RESURFACING



## Court Resurfacing

Since 1994, Hinding Tennis has been building and resurfacing tennis courts throughout the United States and in the Caribbean. With headquarters located in West Haven, Connecticut, Hinding Tennis' major client concentration runs up and down the U.S. East Coast.

Resurfacing your tennis court is important in the overall maintenance, upkeep, playability and longevity of the court. Typically, a tennis court should be resurfaced every 4-7 years. This varies depending upon the surface, weather, amount of play, and preservation of the court. Hinding Tennis offers all types of coating and cushion systems and will give you several resurfacing options to keep your court performing at its highest level of playability.

Hinding Tennis resurfaces over 400 courts per year. We retain 90% of our professional workforce yearly, therefore we are not training new court technicians each season. Our quality of workmanship, professionalism and customer service is second to none. Examples of our projects include Chelsea Piers, Stamford CT; U.S. Coast Guard, New London CT; and Match Point Tennis, Brooklyn, NY.



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# SQUEEGEE MARKS



Acrylic color surfacing systems are generally applied with a squeegee in multiple coats. Most systems include one or more filler coats, followed by two to three coats of color. Some systems also include texture or cushion coats between the filler and the top coats.

There are several theories regarding the application of color coatings. In any case, coating systems must be applied smoothly to a uniform thickness over the entire court surface. This requires an experienced applicator and careful attention to the technique.

Even when color coatings are applied with care by a skilled operator, some squeegee marks and other slight variations in color and texture are inevitable. This is because the formulation of acrylic causes components to migrate to the edge of the material as it is being applied. As a result, an observer will be able to locate the spot where the acrylic material was poured on the surface, where the squeegee operator turned to make a pass in the opposite direction or where one pass overlapped another. Squeegee marks will be more visible on lighter colors and more common when coatings are applied in hot weather or when they include coarser sand. Humidity, angle of the sun when the acrylic is applied and other factors also may affect frequency and visibility of these marks.

Due to the nature of the material and the human element in tennis court construction, squeegee marks are likely to occur, like marks in newly vacuumed plush carpet or newly mown grass. They will not affect play and will become less visible as the court wears and ages.

While squeegee marks are within industry standard, more serious flaws – ridges, drips, tool marks, foot prints, bucket marks and areas of excess material - are unacceptable and should be corrected by the surfacing contractor.



*Differences in site, weather and soil conditions require variations in construction and repair methods and materials. Readers are advised to consult a qualified contractor or design professional before undertaking construction or repair of a court. Rev. 03/04*



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# BIRDBATHS

## LOW SPOTS



**“Birdbath” is a term commonly used in the tennis industry to describe a low area on a tennis court that holds water.**

More precisely, the American Sports Builders Association (ASBA) defines a birdbath as any area where standing water more than 1/16" (2mm – commonly measured using a nickel) remains after drainage of the area has ceased or after one hour of drying at 70 degrees Fahrenheit in sunlight. Birdbaths delay play on the court after rain and may cause staining and/or peeling of the surface.

**Among the causes of birdbaths are:**

1. Unsuitable material in the subsoil;
2. Inadequate drainage around the tennis court;
3. Improper slope or grade;
4. Inadequate compaction of the subgrade; or
5. Paving error



Paving and surfacing, even with laser-guided equipment, involves both skill and judgment. The number of variables impacting the paving and surfacing processes makes it unreasonable to expect perfection. Minor depressions in the

surface, those less than 1/16" deep or those that drain or dry in under an hour, are considered within tolerance and are acceptable. In a new or recently resurfaced court, however, the contractor should correct birdbaths.

Because site selection, design and construction can involve compromise, even properly designed and constructed courts may develop birdbaths over time. Tennis courts sometimes are built on sites which are reclaimed or which have been deemed unsuitable for other purposes. In such cases, less than ideal subsoil, grade, or drainage conditions may exist. Additionally, over time, new circumstances may arise which lead to settling or drainage problems.

The owner's expectations regarding repair of birdbaths should be based on the nature of the birdbaths that exist to be repaired and the amount of money budgeted for the repair. Owners also should understand that available repair methods and materials are imperfect. Complete removal of standing water may be impossible. Generally the owner should accept that repair of the birdbaths is only a means of reducing the inconvenience they cause and extending the useful life of the court.

The number, size and depth of birdbaths is another consideration. The existence of multiple birdbaths or major depressions of 1/2" or more may indicate more serious problems. Repairing multiple or deeper birdbaths is labor intensive and often results in cosmetic imperfections, which may require resurfacing to correct. The larger the birdbath, the more difficult it can be to repair.

*Differences in site, weather and soil conditions require variations in construction and repair methods and materials. Readers are advised to consult a qualified contractor or design professional before undertaking construction or repair of a court. Rev. 11/10*



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# ACCESSORIES



**Hinding Tennis** is your resource for court equipment and accessories. With close to 20 years of experience in court construction and maintenance, we know what you need to give your game a boost and keep your court in shape. We work with the best suppliers of quality court products. Quality products come from quality manufacturers and we can provide you with a variety of choices to meet your personal preferences.



Fencing, lighting and windscreens, tennis nets, tennis posts and benches. Backboards, score boards, goals, ball machines, roll dries and court brooms



– we've got you covered. Looking for something? Just ask.



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# MAINTENANCE



**Maintaining your court** is one of the most important things you can do to preserve the longevity of its appearance. Like changing the oil in your car every 3,000 miles, properly cleaning and inspecting your court once a year is very critical.

To maximize the useful life of any type of court, we recommend that owners develop and implement a regular schedule of maintenance. Regular inspection and repair of minor irregularities is more cost effective than allowing the court to deteriorate to the point of requiring major repairs.

Our maintenance programs include servicing both All Weather and Har Tru Courts. For all weather courts, we recommend you pressure wash once a year, check for cracks, grease net post cranks, check mesh and tighten fence and install your net. Our Har Tru reconditioning includes removing all the dead material. Installing new Har Tru, grooming court, checking fence fabric and tightening, greasing net post cranks and installing your net.



**Call us today** to inspect your court and for a free non-obligational estimate.



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# WARRANTIES

Hinding Tennis stands behind their workmanship. All of our work comes standard with limited warranties. Below is list of the work that is guaranteed and what you can expect from us.



**Riteway Crack Repair** — This repair method is a more permanent repair. Its exclusive technology is state of the art - there is no other repair that has the long term effects as the Riteway System. We have seen this repair last for up to 10 years without cracks returning. We do guarantee the existing cracks for two (2) years. We cannot however guarantee against new cracks forming in a new location. *No Dead Spots, Hollow Sounds or Bubbles.*



**Performance Court & Cushion Extreme** — This repair method is the most recommended for the cost. This unique overlay system will cover the entire court and is guaranteed for 3 years. This system will cost you a bit more money than the Riteway Crack Repair, however, not only does this system guarantee the entire court, it offers a **“cushioned”** feel to the court, which is easier on the body/joints, and players often say they can play longer and feel better afterwards. The warranty does not cover any sub surface or drainage issues, unless we have built the court for you. If you want a guarantee for the entire court, this method is your best option.

**Standard Color Coating, DecoTurf Cushion, New Court Construction** — These particular installation methods are considered our **“standard”** methods. This workmanship comes with a 1 year warranty. The warranty covers any peeling, chipping or fading of the acrylic coatings. On new courts, we strongly recommend saw cuts in the asphalt. We cannot guarantee against cracks forming, however, we can guarantee that we will install the best possible base and drainage to help prevent from future cracking. Post Tension Concrete slabs is the only method that is guaranteed from cracking for up to 10 years.

**Optional Crack Filling** — This typically is a temporary quick crack fix and thus makes your courts safe and playable. There is **NO WARRANTY** on this workmanship. In fact, we can guarantee that the cracks we fill will most likely open up within 6 months to 1 year. *Other than price consideration, Hinding Tennis does not recommend this crack repair method.*



None of our warranties are covered by acts of god, excessive wind storms, vandalism or vehicular traffic. Trees and roots that may fall or enter onto the court are also not warrantied. If the court is not properly maintained or serviced over the years, the warranty may be voided. The warranty does not cover drainage issues, sub surface issues or settling issues. Unless we have built the court new for you, we do not know how the court was originally constructed and thus it would be impossible for us to guarantee someone else's work.

When choosing your contractor, make sure you read through their warranty policy; many contractors offer up to 25-year warranties, however these warranties are only as good as the paper they are written on. Any warranty that is longer than 5 years is simply not possible and I can guarantee the contractor will find ways around it if you have an issue. At Hinding Tennis, we will do our best to work with you even when your warranty is no longer valid, because it is the Hinding Tennis reputation on the line.



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# REFERENCES



United Nations International School  
New York, NY



Westport, CT



Chelsea Piers, Stamford, CT



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Court Installer

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West Haven, CT 06516

**203-285-3055**  
**HindingTennis.com**

COLLEGE	CITY, STATE	CONTACT	PHONE	SERVICE PERFORMED
Mitchell College	New London, CT	Bernadette Macca	860-701-5058	(4) Tennis Courts Reconstruction Project
US Coast Guard	New London, CT	Garrett Starainic	860-701-6324	(3) Tennis Court New Construction
Univ of Rhode Island	Kingston, RI	Valerie A. Villucci	401-874-2867	(8) New DecoTurf Tennis Courts
Drew University	Madison, NJ	Patti Smith	973-408-3510	Resurface & Riteway (8) Tennis Courts
University of Connecticut	Storrs, CT	Evan Feinglass	860-426-1258	Resurface (6) Tennis Courts
P.S. 234	Brooklyn, NY	Magda Lenski	212-233-6034	10,500 sq ft Deco Acrylotex

## HOA

Timber Ridge	Mt. Kisko, NY	Bonnie Haber	516-625-9696	(1) Tennis Court Crack Repair & Coloring
Doral Farms	Stamford, CT	John Sullivan	203-967-8337	(2) Tennis Court Crack Repair & Coloring
Oakdale Woods	Wallingford, CT	Al Paolillo	203-671-7366	Resurface & Riteway Crack Repair to (1) Tennis Court
Hale Farms Condominiums	Glastonbury, CT	Lisa Pericolosi	860-218-3050	Resurface (2) Tennis Courts

## RESIDENTIAL

Stovell	Fairfield, CT	Helen	203-255-6824	(1) Installation of PC 300 Overlay Cushion Court
Varshinsky	Greenwich, CT	Michael	203-550-2525	(1) Tennis Court Cushion Extreme
Smith	Dedham, MA	Tina	617-823-5600	(1) Tennis Court Cushion Extreme

## INDOOR CLUBS

Guilford Racquet Club	Guilford, CT	Sarah Boone	203-453-4367	(6) Cushion Extreme Tennis Courts
Chelsea Piers	Stamford, CT	Gigi Fernandez	203-989-1000	(7) Tennis Court Cushion Extreme & (2) 10 & Under Courts
Bennington Tennis Center	Bennington, VT	Richard Ader	212-581-4540	(3) Tennis Courts (2) 10 & Under, New Cushion Extreme
Longwood Covered Courts	Chestnut Hill, MA	Dick Sabin	617-566-9066	(2) Tennis Courts Cushion Extreme
New York Sports Club	Brooklyn, NY	Michael Phillips	718-643-4800	(2) Rooftop Tennis Courts Cushion Extreme
Manhattan Plaza Racquet Club	New York, NY	Skip Hartman	917-881-0489	Installation of 5 Cushion Extreme Courts
Mill Basin Health & Racquet Club	Brooklyn, NY	Billy Kruse	908-591-5444	Installation of 6 Cushion Extreme Courts

## MUNICIPALITY

City of New Haven	New Haven, CT	David Moser	203-946-8201	(7) Tennis and (4) 36' 10 & Under Courts Reconstructed
NYC Parks Dept	New York, NY	George Kroenert	718-760-6731	Multiple Locations Painted Games, Running Tracks
Town of Guilford	Guilford, CT	Rick Maynard	203-453-8068	Multiple Courts New Construction, Crack Repair and Coloring
Town of New Milford	New Milford, CT	Dan Calhoun	860-355-6050	(2) Tennis and (2) Basketball Reconstruction
Town of Cresskill	New Jersey	Steve at SCS	201-563-9117	(2) Basketball Court Resurfacing
Town of Oakland	New Jersey	Dave Simin	201-327-1002	(6) Tennis Court Resurfacing
Town of New Canaan	New Canaan, CT	Steve Benko	203-594-3605	(7) New Post Tensioned Tennis Courts
Town of Manchester	Manchester, CT	Ken Longo	860-463-3512	(2) Basketball Court Resurfacing
Town of Brookfield	Brookfield, CT	Dennis DiPinto	203-460-4273	Multiple locations, Tennis and Basketball Construction & Resurfacing
Town of Canton	Canton, CT	Josh Medeiros	860-912-6331	Resurfacing (4) Tennis Courts and (2) Basketball Courts
Juniper Park Middle Village	Queens, NY	Maisha Warren	914-872-5605	USTA Community Development: (8) Tennis Courts Resurfacing and 10 & Under Court Conversion and Line Striping

## NOTABLE CLIENTS

Tennis Hall of Fame	Newport, RI	Mary Rompf	401-849-4777	(3) Tennis Courts Resurfacing
Boston Lobsters	Manchester, MA	Darlene Hayes	508-435-2023	(1) Tennis Court Paint for WTT Competition
Nike		Pori Saikia	212-239-0904	Coating of the Famed Rucker Park
Regis Philbin	Greenwich, CT			(1) Tennis Court Resurfacing
Tommy Hilfiger	Greenwich, CT			(1) Tennis Court New Construction

## CAMPS

Camp Wahnee	Torrington, CT	Dave Stricker	516-946-4246	Wahnee Rd. New Construction, Crack Repair and Coloring
Greenwood Trails	Winsted, CT	Adam Langbart	516-483-7272	Multiple Locations New Construction, Crack Repair and Coloring
Ebner Camps	Banton, CT	Kevin Ebner	860-379-4050	Multiple Locations New Construction, Crack Repair and Coloring
Winding Trails	Farmington, CT	Scott Brown	860-677-8458	(4) Tennis and (3) Basketball Courts Crack Repair and Coloring

## TENNIS AND COUNTRY CLUBS

The Stanwich Club	Greenwich, CT	Scott Niven	203-869-1812	New Cart Path Painting
Village Club of Sands Pt.	Sands Point, NY	Ed Ronan	516-322-4378	(3) Court Resurfacing & Crack Repair, Har Tru Courts
Manchester Athletic Club	Manchester, MA	Keith Callahan	978-526-8900	(10) Tennis Courts Resurfaced with DecoTurf
Saw Mill Club	Mt. Kisko, NY	Kevin Kane	914-403-7053	(13) DecoTurf Courts
Pleasantville Tennis Club	Pleasantville, NY	Marielise Watts	914-837-0185	Construction of New Har Tru Court

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