

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Agenda Regular Meeting @ 7:00 PM Thursday, March 20, 2014 Colchester Town Hall Meeting Room 1



2014 MAR 17 PM 4:32

- 1. Call to Order
- 2. Additions to the Agenda
- 3. Approve Minutes of the March 6, 2014 Regular Board of Selectmen Meeting
- 4. Approve Minutes of the March 17, 2014 Special Board of Selectmen Meeting
- 5. Citizen's Comments
- 6. Boards and Commissions Interviews and/or Possible Appointments and Resignations
 - a. Economic Development Beverly Carr to be Interviewed
- 7. Budget Transfer
- Tax Refunds & Rebates
- 9. Discussion and Possible Action on Historical Society Reimbursement Request
- 10. Discussion and Possible Action to authorize the Selectman to sign the contract with Susan McCaffrey, Yoga Instructor for the Senior Center, beginning 3/6/14 and ending 6/26/14
- 11. Discussion and Possible Action to authorize the submission of an Open Space Land Acquisition Grant for 144 McDonald Road to the Connecticut Department of Energy and Environmental Protection for consideration of the Open Space and Watershed Land Acquisition Grant Program
- 12. Discussion and Possible Action to approve the lease of a new Kyocera / Copystar CS-3051 ci photocopier with CCP Solutions LLC for the period March 7, 2014 to March 4, 2019 and authorize the First Selectman to sign all necessary documents.
- 13. Discussion and Possible Action that the Town of Colchester accept the portion of Goldberg Road and White Tail Lane located within phase A-1 of the White Oak Farm Conservation Subdivision as recommended by the Town Engineer.
- 14. Discussion and Possible Action on Acting Tax Collector Appointment Process
- 15. Discussion and Possible Action on 2014 2015 Budget
- 16. Citizen's Comments
- 17. First Selectman's Report

- 18. Liaison Report
- 19. Executive Session to Discuss negotiations with Clerical Union Local 1303-254 of CT Council 4
- 20. Adjourn



127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes Regular Meeting Minutes Thursday, March 6, 2014 Colchester Town Hall – 7:00 PM Meeting Room 1



MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman Stan Soby, Selectman Denise Mizla, and Selectman Mike Caplet, Selectman Rosemary Coyle

MEMBERS ABSENT: None

OTHERS PRESENT: Sal Tassone, Adam Turner, Nancy Bray, Don Lee, Walter Cox, Dot Mrowka, Robert Parlee, Edward Fusco, Bryan Kowalsky, Goldie Liverant, GiGi Liverant, Tricia Dean, and other citizens.

Call to Order

First Selectman G. Schuster called the meeting to order at 7:02 p.m.

- 2. Additions to the Agenda None
- 3. Approve Minutes of the February 20, 2014 Regular Board of Selectmen Meeting

R. Coyle said that under Item #6, Budget Transfers, Addition Appropriation should be changed to read Additional Appropriation. Under Item #10, Discussion and Possible Action on Selectmen Operations Committee Recommendations, second paragraph, last sentence should be changed to read A \$16,000 place holder in the budget is to help the Bacon Academy Board of Trustees with the operational deficit and this financial help will help to get to the next step. (add period and remove "of a lease purchase agreement.")

R. Coyle moved to approve the Regular Board of Selectmen Meeting minutes of February 20, 2014 as amended, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

- 4. Approve Minutes of the February 25, 2014 Special Board of Selectmen Meeting
 - M. Caplet moved to approve the Special Board of Selectmen Meeting on February 25, 2014 as presented, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
- 5. Citizen's Comments-

Charles Jackter, citizen, stated that he contacted the Fair Rent Commission regarding a complaint in which tenants are being charged by the landlord for a portion of an insurance policy. Jackter feels the amount charged to tenants does not match the actual cost of the policy to the landlord. First Selectman Schuster will speak to the Chairman of the Fair Rent Commission and find out what the disposition is of his complaint.

- 6. Boards and Commissions Interviews and/or Possible Appointments and Resignations
 - a. Chatham Health District Russell Melmed to be Interviewed.
 R. Melmed was interviewed
 - b. TVCCA Board of Trustees Eleanor Phillips Reappointment to a Three Year Term to expire 3/6/2017
 - 1. R. Coyle moved to reappoint Eleanor Phillips to the TVCCA Board of Trustees to a Three Year Term to expire 3/6/17, seconded by D. Mizla. Unanimously approved. MOTION CARRIED
 - c. Economic Development Commission Bruce H. Fox Possible Appointment for a Five Year Term to expire 10/1/2014
 - 1. B. Fox to be appointed to a Five Year Term to Expire 10/1/2014
 - S. Soby moved to appoint Bruce H. Fox as a member of the Economic Development Commission to a Five

Year Term to Expire 10/1/2014, seconded by M. Caplet. Unanimously approved. MOTION CARRIED

d. Ethics Commission – Denise Ward Possible Appointment for a Three Year Term to Expire 11/1/2015
 1. D. Ward to be appointed to a Three Year Term to expire 11/1/2015
 R Coyle moved to appoint D. Ward as a member of the Ethics Commission for a Three Year Term to expire 11/1/2015, seconded by D. Mizla. Unanimously approved. MOTION CARRIED

7. Budget Transfers -

R. Coyle moved to approve the additional appropriation in the amount of \$3,900 to Anchor Engineering Services, Inc to fund the Paper Mill Road Bridge Feasibility of Improvements Study, seconded by M. Caplet. Unanimously approved. MOTION CARRIED

8. Tax Refunds & Rebates

R. Coyle moved to approve tax refunds in the amount of \$76.67 Honda Lease Trust, \$21.31 Rossi-Law Offices LTD, \$6.31 Jayson St. John, \$15 Kimberly Raia, \$326.29 Nicole Souza, \$49.58 Roy & Linda Glenn, \$45 Jonathan & Rebecca Liebich, \$189.07 Kevin Long, \$231.23 Laurene Chapman, \$217.96 Patrick Fenton, \$5.05 George & Claudia Maistrelis, \$4305.82 Michael & Hanrahan, \$6.15 Richard & Barber, \$10 Marie Ingram, \$20.14 Michael or Audrey Bis, \$148.31 Michael Lucco, and \$12 Peter & Lura Rafala, seconded by S. Soby. Unanimously approved. MOTION CARRIED

9. Discussion and Possible Action to accept the final design and bid specification package for the Linwood Avenue Streetscape Project and permit the First Selectman to execute such documents to complete the project Selectmen discussed various points on solar lighting, species of trees, and curbing.

Adam Turner thanked Sal Tassone for executing all the necessary Engineer work.

M. Caplet moved to accept the final design and bid specification package for the Linwood Avenue Streetscape Project and permit the First Selectman to execute such documents to complete the project, seconded by S. Soby. Unanimously approved. MOTION CARRIED

10. Discussion and Possible Action to authorize the Selectman to appoint Nancy A. Bray, Town Clerk, as applicant for the Historic Documents Grant Application FY 2015

R. Coyle moved to appoint Nancy A. Bray, Town Clerk, as the applicant for the Historic Documents Grant Application FY 2015, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

11. Discussion and Possible Action on UTMC Contract

- G. Schuster stated that the Board of Finance had no objections.
- D. Mizla moved to approve Services Agreements for the periods 4/1/14-6/30/14 and 7/1/14-6/30/15 with the Town and authorization for First Selectman to sign all necessary documents, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
- 12. Discussion and Possible Action on Historical Society Reimbursement Request

Goldie Liverant, Representative of the Historical Society, stated that the Society is asking the Board of Selectman to consider their plight for financial compensation of work done by a contractor in the amount of \$2,500 for major structural repair to the bricks in the basement. Made note that they currently do repairs for all other aspects of maintenance, however due to this being structural repair are asking for financial assistance. G. Schuster pointed out in the Lease Contract (99 Year Term, commenced in 2003) Section C that the landlord (Town of Colchester) responsibility is limited to the grounds.

The Selectmen were not opposed to providing assistance but would like to consider waiting to make a decision after further discussion and research on the matter.

NO ACTION

13. Discussion and Possible Action on Memorandum of Agreement with CEC, Inc. (KX Dispatch)

Don Lee, Deputy Fire Chief, explained the importance of the Agreement. The agreement is to bind the existing towns in KX in a tighter financial arrangement in order to give KX time to complete their merger without any towns moving to a different dispatch service. The agreement only goes forward if all towns execute. D. Lee pointed out that if KX were to be dissolved Colchester would see an impact because the town is dependent on the service. Towns involved: Colchester, Salem, East Hampton, East Haddam, Marlborough, Bozrah, Lebanon, and Haddam.

S. Soby moved to approve the Memorandum of Agreement with Colchester Emergency Communications and authorize the First Selectman to execute said agreement, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

14. Discussion and Possible Action on 2014- 2015 Budget

G. Schuster said that he presented his 2014-2015 budget to the Board of Finance on 3/5/14. The proposed budget is on the Town Website.

- G. Schuster also stated that his budget includes adding a new officer in January 2015
- D. Mizla recognized that the proposed budget put forth was very lean and looks good
 - a. Police Commission Presentation Police Commission Members Robert Parlee and Edward Fusco, and Officer Bryan Kowalsky did a presentation on adding 24/7 police coverage which would include coverage for a 11pm to 7am shift. A proposal of a five year plan was handed out to Selectmen members. Discussion followed on current State Police overnight coverage and potential issues.
 - R. Coyle thanked Officer Kowalsky for his passion in this initiative

15. Citizen's Comments

Eleanor Phillips said that she was appalled that we don't have overnight coverage in town. She said that residents need to be made aware of this lack of coverage.

16. First Selectman's Report

- G. Schuster reported on MIRMA meeting to the Board of Finance. Member towns met again. Discussed cost of loss portfolio transfer and that it is in the budget for next year, it was approved by the members.
- G. Schuster made a statement on a police incident.

17. Liaison Report

D. Mizla, reported the Park and Rec meeting was Monday 3/3. They have revised the RFP, collecting interested parties in running concession stands. The Green is reserved for Concert on the Green 6/26-7/31. Youth Services is planning the Tie Dye Fest Fundraiser for 6/147/14. Community Clean Up Day at the youth center under coordination.

No other Liaison Reports

18. Executive Session to Discuss negotiations with Clerical Union Local 1303-254 of CT Council

S. Soby moved to go into Executive Session to discuss negotiations with Clerical Union Local 1303-254 of CT Council, Seconded by M. Caplet. Unanimously approved. MOTION CARRIED

Entered into executive session at 9:16 p.m. The Board exited from executive session at 9:34 p.m.

21. Adjourn

M. Caplet moved to adjourn at 9:34 p.m., seconded by D. Mizla. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean, Clerk

Attachments:

1. First Selectman's Gregg Schuster's statement on police incident

In today's Norwich Bulletin, there was a story about an alleged sexual assault of a 12 year old girl by a 16 year old male at the Colchester RecPlex. The alleged incident occurred in September.

It is a tragic case and I hope that justice will be served. I do want to voice some concern with the lack of communication by the State Police in this matter. The first time that I learned of this incident was yesterday when I was contacted by a reporter.

I want to express my extreme displeasure that I was not notified by the State Police of such a horrible incident which occurred on town property. It should be noted that Colchester Police were also not told of the incident nor was our Resident Trooper Supervisor. It is not acceptable to withhold this information from the town officials who are responsible for the safety of the public.

I sincerely hope that in the future, the State Police will ensure that the First Selectman is informed of these matters. I look forward to working with the State Police and the Colchester Police to review what occurred and determine if any security improvements should be made.



127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 3/12/14

BOARDS & COMMISSIONS APPLICATION

Name: Beverly Carr
Address: 19 Highwood Circle Colchester, CT. 06415
Home Phone: 537-0327 Email bifrenette@ FAX: 537-0327 Work Phone: Email Town Residency Pars
Work Phone:EmailTown ResidencyYears
Party Affiliation: Democrat Republican Unaffliated (circle one)
Commission or Board you are interested in serving on: Economic Development
Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate? High School: Glastonbury High School. 4 years. Graduated 1991
College: CCSU, New Britain, CT. 4 years attendance 1991-1995 Major: Sociology Minor: Criminal Justice BA UCONN School of Social Work 1996-1998 Major: Group Work Minor: Casework MSW
Trade,Bussiness NA

CONTINUED ON REVERSE SIDE

Work Experience: List length of employment, name and address of employer, position & reason for leaving:
Resume attached
Are you capable of making the commitment of time necessary to serve on this Board or Commission?
Why are you interested in sourcing?
Why are you interested in serving? I enjoy being a part of committees that help our town & community. I am interested in being a part
town & Community T are retained in bours
of discussions about how to be business to
of discussions about how to bring businesses to
Colonester while maintaining the small town feel.
Do you have any experience or familiarity with this area?
I have been a member of the local PTO in the
past. In this role I chaired school wide events a fundraisers, attended meetings and volunteered
& fundraisers, attended meetings and volunteered
at school events.
If you are not appointed to this board or commission, would you be interested in other forms of public service?
If you are not appointed to this board or commission, would you be interested in other forms of public service? Which ones?

Beverly J. Carr, LCSW 19 Highwood Circle Colchester, CT 06415 860.537.0327

	860.537.0327	
education 9/96-8/99	University of Connecticut School of Social Work Master of Social Work	West Hartford, CT
8/91-5/95	Central Connecticut State University Bachelor of Arts	New Britain, CT
experience 6/08 - present	Beverly Carr, LCSW, LLC Licensed Clinical Social Worker (Private Practitioner) •Provide outpatient therapy for children, families, adults and couples • Work with community agencies to provide appropriate referrals to clients	Southeastern, CT
7/07-10/08	Child and Family Agency of Southeastern CT Director of Clinical Services • Supervised Children's Program staff consisting of 4 Master's level clinicians • Provided short-term therapy to individuals and families • Screened and triaged all clients calling for initial services	New London, CT
11/00-6/07	LEARN- Regional Multicultural Magnet School School Social Worker • Provided group, individual mental health services to elementary school students • Provided crisis intervention within the school on an as needed basis • Worked within classrooms teaching students anger management and social skills • Supervised MSW interns and PMHP Play Manager	New London, CT
9/99-6/01	Glastonbury Parks and Recreation Department GLAD Teen Coordinator(Part Time) • Assisted in supervision of Coffeehouse Project in conjunction with Glastonbury Alcohol And Drug Council and Glastonbury Youth & Family Service • Worked with teens planning monthly anti alcohol and drug recreational program	Glastonbury, CT
8/99-11/2000	Child and Family Agency of Southeastern CT School Based Clinician I • Provided group and individual mental health services to Middle School students through School Based Health Center • Worked as part of a team of school administrators to provide all around care for students • Provided individual and family counseling to clients in Southeastern Connecticut	New London, CT
summer 1999	 Yale-New Haven Hospital Pediatric Social Work Intern Provided social work services for patients and their families on Adolescent Unit and Pediat Intensive Care Unit in Children's Hospital Acted as a source of support for families dealing with difficult issues such as grief and trau 	
8/98-6/99	Glastonbury Youth & Family Services Outreach Social Work Intern • Provided outreach services for high school students and public housing residents • Provided individual and small group counseling for elementary and high school students	Glastonbury, CT
2/97-8/98	Bristol Boys & Girls Club Youth Activities Director • Supervised Education Department, Teen Center and Youth Game Room • Assisted Program Director in grant writing for youth development activities	Bristol, CT

• State of Connecticut Certified School Social Worker (071)

• State Department of Public Health Licensed Clinical Social Worker
• NASW 1000- present

certifications

Board of Selectmen's Special Meeting Minutes Tuesday, October 7, 2003 – 3:00 p.m. Colchester Town Hall – Suite 201

MEMBERS PRESENT: First Selectman Jenny Contois, John McHugh and Nan Wasniewski

MEMBERS ABSENT: John Malsbenden and Kathy Standish

OTHERS PRESENT: None.

- 1. Call Meeting to Order: J. Contois called the special meeting to order at 3:04 p.m.
- 2. Authorize the First Selectman to sign the Lease Agreement with the Colchester Historical Society Regarding the Parsonage Property: J. McHugh motioned to authorize the First Selectman to sign the lease agreement with the Colchester Historical Society for a ninety-nine year lease as presented, seconded by N. Wasniewski. All members present voted in favor. MOTION CARRIED.
- 3. Adjournment: N. Wasniewski motioned to adjourn the special meeting at 3:05 p.m., seconded by J. McHugh. All members present voted in favor. MOTION CARRIED.

Respectfully submitted,

Theresa A. Peterson Aide to First Selectman

Colchester Senior Center BOS Request for Approval

TO: Board of Selectmen

FROM: Patricia Watts, Director

RE: Yoga Instructor Contract

DATE: 2/12/2014

This is a new contract with Susan McCaffrey, Yoga Instructor. Yoga \$25 per session (requires a five person minimum per class).

Action Recommended:

That the Board of Selectmen authorize Gregg Schuster, First Selectman to sign the attached contract with Susan McCaffrey, Yoga Instructor, beginning 3/6/2014 and ending 6/26/2014.

Town of Colchester/Senior Center

95 Norwich Ave. Colchester, CT 06415 (860) 537-3911

LETTER OF AGREEMENT

CONTRACT FOR PROFESSIONAL SERVICES BY & BETWEEN THE TOWN OF COLCHESTER SENIOR CENTER AND Susan McCaffrey Yoga Instructor

Name/LocationTime PeriodInstructorPay RateSenior Center3/6-6/26/14Susan McCaffrey\$25 Per Session

- 1. The contractor agrees to provide professional yoga instruction with the specifications contained in the "Scope of Services" listed below.
- 2. Compensation to the contractor shall be at the rate of \$25 per session for yoga instruction with a requirement of a five person minimum per class. The contractor shall be paid at the conclusion of each two week period, and shall be responsible for submitting invoices on a bi-weekly basis. Checks will be issued after invoices are received and approved. Invoices will be processed for payment no earlier than two weeks after the program has started. Please allow three weeks for initial processing.
- 3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitude be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the town.
- 4. If it is deemed necessary, the director of senior services/acting director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The director of senior services also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
- 5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town of Colchester such as but not limited to: vacation, sick leave, insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal state income tax information, as well as quarterly Social Security payments as a self-employed individual.
- 6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester form any and all claims for

- demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.
- 7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
- 8. A scheduled meeting with the program coordinator prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center office at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

Gregg Schuster, First Selectman	Date
Sun MCM/	2-27-/4
Susan McCaffrey, Independent Contractor	Date /

To: Adam Turner

From: Board of Selectman

Re: Open Space Grant

Date: March 13, 2014

MEMORANDUM

The Planning and Zoning Department is proposing to submit an application for the "Open Space and Watershed Land Acquisition Grant Program" (OSWA) sponsored by the Connecticut Department of Energy and Environmental Protection. The OSWA is a grant program which supplies financial assistance to municipalities, water companies and nonprofit land conservation organizations who are proposing to acquire land for open space or water protection purposes. OSWA applications including proposals and all supporting documents are required to be submitted to the Connecticut Department of Energy and Environmental Protection no later than *March 31*st, 2014.

The property subject of Colchester's OSWA grant application is located at 144 McDonald Road. Consisting of 10.21 acres (6.1ac dry land, 4.1ac of wetlands and 811 linear feet of watercourse), the property is located, approximately 6,400 feet to the Southeast of the Route 2 Eastbound entrance ramp, off of Parum Road (Route 354). The property is bordered by The Town of Colchester's Ruby Elizabeth Cohen Park to the North, McDonald Road to the East, Dutton Road to the South and a single family residential lot the West.

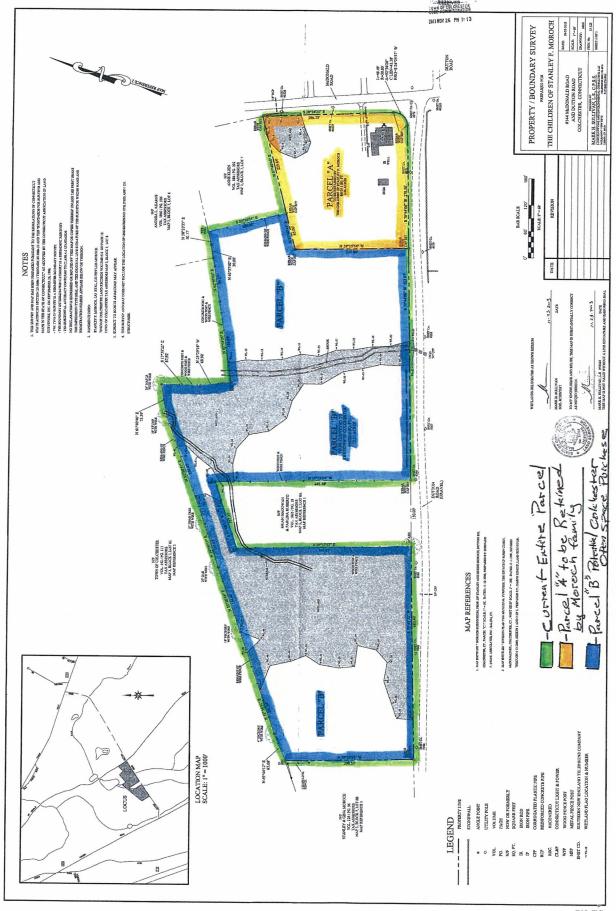
The project is consistent with the Town's Open Space Plan, Plan of Conservation and Development and also conforms to the State of Connecticut's Plan of Conservation and Development, the Southeastern Connecticut Council of Governments Plan of Conservation and Development and the Colchester Land Trust's Corridor system. The property border on the Towns Ruby Cohen Recreational Parcel and would add to those holdings

An application requirement of CT DEEP's OSWA grant program is the endorsement from the Local Planning and Zoning Commission, Conservation Commission and Open Space Commission. All three commissions have endorsed this application.

Move to authorize the submission of an Open Space Land Acquisition Grant application for 144 McDonald Road, Colchester, CT, to the Connecticut Department of Energy and Environmental Protection for consideration of the "Open Space and Watershed Land Acquisition Grant Program"

Attachments:

- -2011 Town of Colchester Open Space Plan
- -Property Boundary Plan, 144 McDonald Road



Town of Colchester

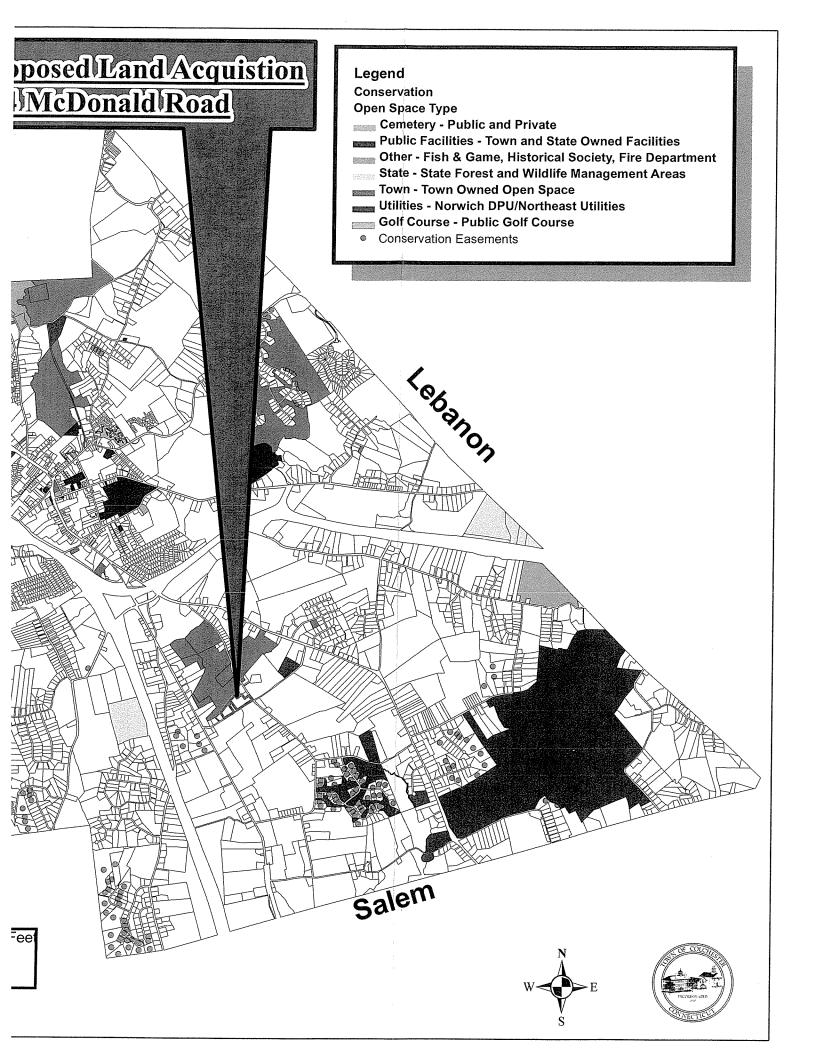
Protected and Managed

Open Space Map- 2013



Prepared by the Colchester Planning and Zoning Department

5,900 2,950 0 1 inch = 4,200 feet





Cragin Memorial Library 8 Linwood Avenue Colchester, CT 06415 860-537-5752 Fax: 860-537-4559 www.colchesterct.gov/library

Date: March 13, 2014

To: Board of Selectmen

From: Kate Byroade, Library Director

Subject: Cragin Memorial Library-Photocopier for Library

Background

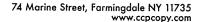
The Library has been looking for a complete photocopying solution that would provide copying and printing for the public and library use, including the ability to scan and print in color. The solution would replace three machines currently in place at the Library. The key concern has been to find a company that would integrate with the Library's print management system.

The proposed lease is \$177.33 per month for 60 months, for a color and black & white copier to serve as a network printer, offering scanner capabilities. The proposal includes a cash and coin-op machine for the public to pay for their copies and printouts. There is a per copy charge of \$0.01 per page for black & white and \$0.069 per page color, which will be billed quarterly. The lease includes all toner, parts, service calls, labor, and drum repair/replacement.

This proposal is lower than all other quotes received and is within the approved budget. The vendor has many years of experience serving public libraries in Connecticut and has recently completed a comparable installation at the East Hartford Public Library, utilizing the same print management system used at Cragin. The lease includes an addendum for municipal customers with a non-appropriation clause.

Recommendation

Approve the lease of a new Kyocera / Copystar CS-3051ci photocopier with CCP Solutions, LLC for the period of March 21, 2014 to March 21, 2019 and authorize the First Selectman to sign all necessary documents.





Tel: 631-414-7945 Fax: 631-414-7312

Document Solutions • Copier MFP's • Print Management

Cragin Memorial Library CS-3051ci Proposal

Rev 3. February 12, 2014

Kate Byroade Director Cragin Memorial Library 8 Linwood Ave. Colchester, Ct 06415 860-537-5732 ext.103

Dear Ms. Byroade,

This is the revised price quote you requested for the Color copier/printer to replace your current vended copier and printer. The new CS-3051ci is a Color copy/print system equipped with a Jamex coin/bill vend box configured for walk up copies and connection to your Cassie print management system. I will assist your IT department with installation to your network. Quoted price includes delivery, setup of equipment, demonstration and removal of our equipment.

A 60 Month Lease Term is available for \$177.33 per month. Service for this machine is contracted at \$0.01 per page B&W and \$0.069 per page color. Toner, parts, service calls and labor are included for a 5 year term. Please see our Service agreement for details. Lease payments are made to the leasing institution separate from the service contract. Service is provided Monday through Saturday and after normal business hours if necessary. A 5 hour response time is our goal. Page billing is done through CCP Solutions (Continental Copy) on pay as you use on a quarterly basis, with no minimums or overages.

Thank you for continued partnership with myself and CCP Solutions LLC

Please sign below and I'll setup a day for del	ivery.	
	Date:	

Equipment schedule

- 1-CS3051ci Color Multi-function Product (MFP)
- 1- Stand for MFP
- 1 Flat platen cover
- C,M,Y,K toners, 1 each
- 1 Jamex 6557 JPCIO coin/bill box (incl. interface for copier and print system)
- Instructions and keys for Vend box
- Delivery and installation
- Removal of the KM-2050 copier and coin box

Dan Alvarez
CCP Solutions LLC
203-376-1323
Dan.ccpcopy@gmail.com

www.marlinleasing.com

OFFICE EQUIPMENT LEASE CONTRACT

300 Fellowship Road • Mt. Laurel, NJ 08054 phone: 888.479.9111 • fax: 888.479.1100

Marlin	Business	Bank	

2795 E. Cottonwood Pkwy, Ste 120 • Salt Lake City, UT 84121 phone: 801.453.1722

d accessories. Attach schedule if necessary.)

 Processing Office 1500 JFK Blvd, Ste 330

DESCRIPTION OF LEASED EQUIPMENT (Include quantity, make, model, serial numb

default and you agree that we may (i) repossess or disable the equipment and/or (ii) directly

debit (charge) your bank account(s) and/or sue you for all past due payments and other

Philadelphia, PA 19106 MUST BE COMPLETED

One (1) Kyocera / Co	ppystar CS-3051ci photo	copier				,			
LEASING CUSTOM	ER ("YOU")								
	ct business name): Town o	f Colchester				Feder	al Tax ID#: 06	6001074	
Address: 127 Norwich			Colche	eter	New L		CT		
	Street		City		County		State	06415	Zip
Phone: 860-537-722			il: Kbyroade	@colchesterct.g	gov			rtnership 🔲 F	
	Cragin Memorial Library						of Incorporation	on/Organization	1: <u>CT</u>
Vendor:			Address	S: 8 Linwood A					
Lease Term (Mos.)	Total No. of Payments	Amount of Each Payment	Advan	ce Rentals	Payment	Frequency		Term Purchase	
60	60	177.33 (plus applicable taxes)	First and La		Monthly	Quarterly	\$1.00	Fair Market	Value
TERMS OF LEASE		(plus applicable taxes)	First and La	ast Mos.	U Other:		Other:		
1. You (the customer) want of the Lessors identified at equipment is delivered to yo You will unconditionally pay payment by its due date, it amount (or, if less, the mastimate of the costs we inc we will waive the first assess time between delivery and it documentation fee up to \$2 equipment cost varies from it until we sign it. To expedite the will be considered as good at this Lease. 2. Unless we have given yo \$1.00, you must notify us by if you intend on returning the extend for 12 months under timely notice, then at the end in a manner and to a location returned equipment for dama all data/images stored on the 3. You alone selected the value to the vendor and we can term of this Lease. Therefore equipment fails or is dama disclaim all express and its claim all express and its claim all express and not the equipment only at the allease Term. Your payment for your convenience, will not impact your obligation to the payment of the payment only at the allease Term. Your payment in the payment of the payment only and the payment of the payment only ending the payment only at the allease Term. Your payment only into impact your obligation to the payment of the payment only at the allease Term. Your payment only all not impact your obligation to the payment of t	pove) to buy it and then lease on and will continue for the ear of us all amounts due, without a late and will be a late fee equal oximum amount allowable under with respect to late payments and late charge. We may change the due date for the first regue 50. You agree that we may the amount the payment was his Lease, you asked us to are a your original signature and us a written option to buy the certified mail between 90 and the equipment. If you do not the same terms and condition of the Lease Term you shall an designated by us. You agree beyond normal wear and equipment prior to its return. The tendor and the equipment. The tendor and the equipment prior to the case cannot be caused and it is not your fault implied warranties, including the work of the vendor may have give directly with the vendor. You for personal, family or hot bove address and not move to may include amounts of the pay us the full amount of the pay u	ent from the above vendor. You se it to you. This Lease will be a tire Lease Term plus any interiany right to set-off. If we do not to the greater of \$25.00 or 15 inder law) which you agree is ents and is not a penalty. Upon rige you a partial payment (interial lar payment. We may charge you adjust the payment amount about the payment amount about the payment amount about the payment are and hadmissible in court as conclusive equipment at the end of the Lease to the the did also days prior to the end of the late of t	igin when the m rent period. 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ACCEPTANCE OF LEASE AGREEMENT CANNOT BE CANCELED. READ IT CAREFULLY BEFORE SIGNING AND CALL US IF YOU HAVE ANY QUESTIONS Gregg Schuster First Selectman Signature of Leasing Customer Print Name of Signer Date Accepted and Signed by the Lessor identified above Print Name of Signer Title Date

I HEREBY PERSONALLY AND UNCONDITIONALLY GUARANTEE ALL AMOUNTS OWED BY THE LEASING CUSTOMER UNDER THIS LEASE. I AGREE THAT THE LESSOR MAY EXTEND, TRANSFER AND AMEND THE LEASE AND LAGREE TO BE BOUND BY ALL SUCH CHANGES. I WAIVE ALL NOTICES, INCLUDING NOTICES OF DEMAND AND DEFAULT. LAGREE THE LESSOR MAY PROCEED AGAINST ME SEPARATELY FROM THE LEASING CUSTOMER. I HAVE AUTHORIZED THE LESSOR AND ITS AFFILIATES AND DESIGNEES TO USE MY CONSUMER CREDIT REPORTS FROM TIME TO TIME IN ITS CREDIT EVALUATION AND COLLECTION PROCESSES, AS WELL AS TO OFFER FUTURE CREDIT PRODUCTS AND SERVICES. I AGREE THAT THE LEASE AND PERSONAL GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND ANY SUIT RELATING TO THE LEASE OR PERSONAL GUARANTY SHALL BE BROUGHT ONLY IN A STATE OR FEDERAL COURT IN PENNSYLVANIA AND I IRREVOCABLY CONSENT AND SUBMIT TO THE JURISDICTION OF SUCH COURTS, AND I WAIVE TRIAL BY JURY. I AGREE THAT MY FAXED SIGNATURE SHALL BE CONSIDERED AS GOOD AS MY ORIGINAL SIGNATURE AND ADMISSIBLE IN COURT AS CONCLUSIVE EVIDENCE OF THIS PERSONAL GUARANTY

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	X			Y	
GUARANTOR #1 (Print Name)	Signature (Individually; No Titles)	Date	GUARANTOR #2 (Print Name)	Signature (Individually; No Titles)	Date
ACCEPTANCE OF DELIVERY			· · · · · · · · · · · · · · · · · ·	Oignature (marriadally, No Tilles)	Date

I AM AUTHORIZED TO SIGN THIS CERTIFICATE ON BEHALF OF THE LEASING CUSTOMER.I CERTIFY TO THE LESSOR THAT THE EQUIPMENT HAS BEEN DELIVERED AND IS FULLY INSTALLED AND

WORKING PROPERLY. I AUTHORIZE THE LESSOR TO PAY THE VENDOR AND COMMENCE THE LEASE. Gregg Schuster, First Selectman

modified except in writing duly executed by you and us. Any action by you against us must be

commenced within one year after the cause of action arises or be forever barred.

Authorized Signature

Addendum to Equipment Lease Contract for leases to state or municipal entities

This addendum (the "Addendum") is	incorporated into and a part that certain Equipment Lease Contract	by and between
CCP Solutions, LLC	("Lessor," "we," "us") and Town of Colchester, Connecticut	, a state or
municipal governmental entity ("Less	see," "you," "your") executed by the Lessee on	, 2014,
under which the Lessee will lease Ky	ocera / Copystar CS-3051ci photocopier	from the
Lessor. This Addendum and the Equi	ipment Lease Contract together are one contract. This Addendum s	hall amend the
Equipment Lease Contract to the external	ent, and only to the extent, that the terms of this Addendum are inco	nsistent with the
terms of the Equipment Lease Contract	ct. All other terms of the Equipment Lease Contract shall be and re	main in full force
and effect. In consideration of the Les	ssor's ("we") agreement to purchase the equipment and lease it to the	he Lessee
("you"), the Lessee agrees as follows:		

- I. REPRESENTATIONS, COVENANTS AND WARRANTIES OF LESSEE. You hereby represent, covenant and warrant to us as follows: (a) You are authorized under the Constitution and laws of the State to enter into this Lease (and the other agreements and documents relating to the Lease, hereinafter included in the definition of "Lease") and to perform all of your obligations hereunder and thereunder; (b) The officer of the Lessee entity who is executing the Lease and each Schedule has been duly authorized to execute and deliver same under the terms and provisions of a resolution of your governing body, or by other appropriate official action; (c) In authorizing and executing the Lease, you have complied with all public bidding, usury and other State and Federal laws applicable to the acquisition of the Equipment; (d) You have sufficient appropriations or other funds available to pay all amounts due under Lease for the applicable fiscal year; (e) The Equipment is essential to your proper, efficient and economic operation; (f) You have never terminated an equipment lease, lease-purchase or similar contract due to non-appropriation of funds or defaulted under the terms thereof.
- II. NON-APPROPRIATION OF FUNDS. You believe that funds can and will be obtained in amounts sufficient to make all Lease Payments during the Lease term. You and your fiscal officer hereby covenant that you (the Lessee entity) and he/she will do all things within your and his/her power to obtain, maintain and properly request and pursue funds from which the lease payments and payments for other related charges, if any, may be made, specifically including in your annual budget requests amounts sufficient to make such payments for the full Lease term. You intend to make all such payments for the full Lease term if funds are legally available for that purpose. If your official governing body does not allot you funds for the succeeding fiscal year to continue such payments under the Lease, and you have no other available funds to continue making such payments under the Lease or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Lease, you may terminate the Lease at the end of the then current fiscal year, by giving ninety (90) days prior written notice to us, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. The foregoing shall be the sole circumstance in which you will not be legally obligated to continue making such payments beyond the end of the then current fiscal year. Upon the occurrence of this event, if any Lease is terminated by you in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Lease, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Lease is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Lease. If the application of these restrictions would affect the validity of this Lease, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Lease by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Lease Payments coming due with respect to succeeding fiscal years. However, (a) you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Lease prior to the end of the 90-day notice period referred to above; and (b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or released your interest in the Equipment to us within ten (10) days after the termination of the applicable Lease, the termination shall nevertheless be effective, but you shall be responsible for the payment of damages in an amount equal to the amount of the lease payments thereafter coming due under the Lease that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required. Non-Appropriation under one Lease shall not affect the validity or enforceability or any other lease or contract between you and us.

- III. RETURN OF EQUIPMENT. Notwithstanding any contrary terms set forth or implied in the "Equipment Lease Contract," upon the expiration or termination of the Lease in accordance with its terms prior to the payment of all lease payments and other amounts due to us hereunder, you shall return the Equipment to us in the same condition it was in as of the date it was delivered to you, excepting only reasonable wear and tear, in the following manner as may be specified by us in our sole discretion: (a) by delivering the Equipment at your cost and expense to such place within the State as we shall specify; or (b) by loading such portions of the Equipment as are considered movable at your cost and expense, on board such carrier as we shall specify and shipping the same, freight prepaid by you, to a place specified by us. If you refuse to return the Equipment in the manner designated above, we may repossess the Equipment and charge you with the costs of such repossession and/or pursue any other remedy provided to us in this Lease or under law.
- IV. OPTION TO PURCHASE. Notwithstanding any contrary term set forth or implied in the "Equipment Lease Contract" or any separate purchase option document executed by us, upon the expiration of the originally scheduled term of the Lease, provided you have made all scheduled payments to us, have not terminated the Lease by reason of non-appropriation or other reason, and are not then in default under the Lease, you shall have the option to purchase our interest in the Equipment for the purchase option price specified in such purchase option.
- V. FINANCIAL INFORMATION. During the term of this Lease, you annually shall provide us with current annual financial reports, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to your ability and commitment to continue the Lease as may be requested by us.

The terms of this Addendum shall inure to the benefit of Lessor's successors and assigns.

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Equipment Lease Contract.

LESSOR: CCP Solutions LLC 74 Marine St.Farmingdale, NY 11735	LESSEE: Town of Colchester, Connecticut
By:	Ву:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



EQUIPMENT LEASE CREDIT APPLICATION

INTERNAL USE App #	
App #	
New State Control of the Control of	
Sales Rep	

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ation and collection processes, as well as to offer future credit products or services.

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The business equipment you are according to TOTAL EQUIPMENT COST: \$10639.8				or the lessors identification.		the tollowing term
Monthly Payment (plus applicable tax						
Advance Rentals: \$						
EQUIPMENT BEING LEASED (Inc						
One (1) Kyocera / Copystar CS-3051ci						
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Full Legal Business Name: Town of Cold	nester				Contact Person	
Address: 127 Norwich Avenue Street		Colchester City	····	New London County	CT State	06415 Zip
E-Mail:		•		•		
Phone: <u>860-537-7220</u> Fa	x:	Federal Tax	ID #:	066001974	Years in	Business:
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OWNERS, PARTNERS OR GUAR	ANTORS	Maria de la Maria de la Carte de la Car Nota de la Carte de la Car				
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2) Name:						
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Service Agreement

	Х	MFP		Printer			Fax	Fax		Coin-op		
Customer Billing Info						Equipment Location. (If different from billing address)						
Customer Name: Cragin Memorial Library						Customer Name:						
Contact Name: Kate Byroade						Contact Name:						
Dept.: Library Director						Dept.:						
Street/PO: 8 Linwood Ave						Street/PO:						
City: Colchester State: CT Zip: 06						City			State: Zi		p:	-
Bldg.: Room#: Suite:						Bldg.:		Room#:		Suite:		
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127 Norwich Avenue, Colchester, Connecticut 06415

March 17, 2014

To:

Colchester Board of Selectmen

From:

Salvatore A. Tassone P.E. – Town Engineer

Re:

White Oak Farm Conservation Subdivision, Lebanon Avenue (Route 16) and

Goldberg Road, Colchester, CT. prepared for Ponsett Ridge LLC.

By: Angus McDonald Gary Sharpe Associates, Inc. (phase A-1 Goldberg

Road extension and White Tail Lane)

The Owner of the referenced Subdivision phase A-1 (Rodney Goldberg), has requested the acceptance of the subject portion of Goldberg Road and White Tail Lane as Town Roads.

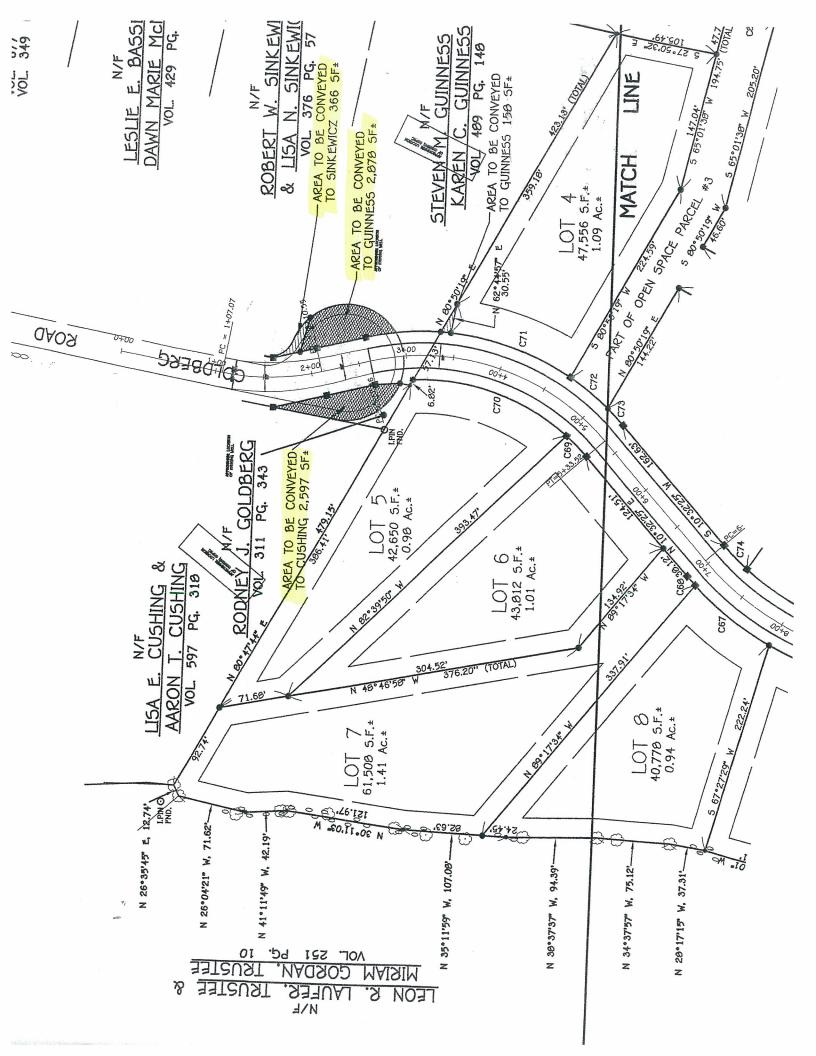
As shown on the attached sketches, the subject portion/extension of Goldberg Road is approximately 1,350 feet long and White Tail Lane is approximately 500 feet long.

As a condition of the approved Subdivision, upon extension of the previously existing Goldberg Road, it is required that the "wing" portions of the old cul-de-sac road right-of-way be deeded from the Town back to the abutting property owners as noted on the attached sketch. To accomplish this, the Developer has prepared and submitted the necessary Quit Claim deeds which are to be signed by the Colchester First Selectman. These deeds can be executed and filed by the Town after the proposed formal acceptance of the referenced roads.

As of March 17, 2014 all of the required public improvements associated with the subdivision phase A-1 roads have been completed and are in good condition. The necessary legal documents and road as-built plan have been submitted and the required Road Maintenance bond is in place. It is therefore recommended that the town of Colchester accept the portion of Goldberg Road and White Tail Lane located within phase A-1 of the White Oak Farm Conservation Subdivision as town roads.

RECOMMENDED MOTION:

Motion that the Town of Colchester accept the portion of Goldberg Road and White Tail Lane located within phase A-1 of the White Oak Farm Conservation Subdivision as recommended by the Town Engineer.



COPY OF SHEET 13 WHITE OAK FARM SUBDIVISION - COICLESTER CT SHOWING PORTIONS OF OLD GOLDSOLF RD CULTURE-SAC TO BE DEEDED SCALE: 1"=100" ABUTTING PROJECTY OWNERS.

3/17/7 NORTH LEBANON AVENUE CONN. ROUTE JOSEPH I MELISSA VOL 45

N/F







127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To:

Board of Selectmen

cc:

From:

Gregg Schuster, First Selectman

3/17/14

Date:

Acting Tax Collector Appointment Process

There is currently a vacancy in the office of Tax Collector. Section C-502, paragraph D of the Town Charter states:

Succession and vacancies. If the position of Tax Collector is vacant for any cause, the Board of Selectmen shall immediately designate an Acting Tax Collector, with all powers and privileges incident thereto. Such Acting Tax Collector shall hold such office until the next regular election. At this election, the electors shall elect a successor to fill the unexpired term.

Based on review of documentation, it appears that the history of vacancies is as follows:

When there was a vacancy in this office in 1999, the board solicited applications, used an external panel to make a recommendation, and then appointed an Acting Tax Collector. The charter language at that time is the same as the current charter.

When there was a vacancy in this office in 2001, the board appointed an internal candidate as "Interim Acting Tax Collector" for a six month trial period. After six or seven months, the individual was appointed as the Acting Tax Collector until the next municipal election.

The board should discuss the process to fill this vacancy.