



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

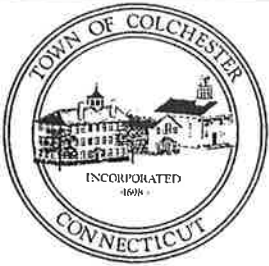
**Board of Selectmen Agenda  
Regular Meeting immediately following  
Town Meeting @ 7PM  
Thursday, December 17, 2015  
Colchester Town Hall  
Meeting Room 1**

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the December 3, 2015 Regular Board of Selectmen Meeting
4. Approve Minutes of the December 11, 2015 Special Board of Selectmen Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Parks and Recreation Commission
    1. Tracy Loskant possible reappointment for a four year term to expire 11/30/2019
    2. Lynne Stephenson possible reappointment for a four year term to expire 11/1/2019
  - b. Charter Revision Commission
    1. Steven Schuster to be interviewed
    2. Michael Hinchliffe to be interviewed
    3. Ursula Tschinkel to be interviewed
    4. Monica Egan to be interviewed
7. Budget Transfers
8. Tax Refunds & Rebates
9. Discussion and Possible Action to Accept a \$15,000 Donation for a Chest Compression Unit
10. Discussion and Possible Action on Local Ordinance for Tax Exemption
11. Discussion and Possible Action on Contract Bid for Town Wide Revaluation on the 2016 Grand List
12. Discussion and Possible Action on SEEC Pilot Program
13. Discussion and Possible Action on Emergency Dispatch Contracts
14. Discussion and Possible Action on Engineering Services for Well 3A
15. Discussion and Possible Action on WPCA Action to add #309 Old Hebron Rd to Sewer Service Area
16. Discussion on Senior Center Building
17. Citizen's Comments

*Gayle Furman*  
GAYLE FURMAN  
TOWN CLERK

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18. First Selectman's Report
19. Liaison Reports
20. Executive Session to Discuss a Personnel Matter & a Health Matter
21. Executive Session to Discuss the Norton Mill Project
22. Adjourn



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**AMENDED**  
**Board of Selectmen Minutes**  
**Regular Meeting Minutes**  
**Thursday, December 3, 2015**  
**Colchester Town Hall @ 7PM**

**MEMBERS PRESENT:** First Selectman Art Shilosky, Selectman Denise Mizla, Selectman Rosemary Coyle, Selectman John Jones, and Selectman Stan Soby

**MEMBERS ABSENT:** none

**OTHERS PRESENT:** Public Works Director J Paggioli, Town Clerk G Furman, Registrar D Mrowka, Engineer S Passone, BOF Rob Tarlov, CFO M Cosgrove, K Frantzen, C Bourque, D Wasniewski, Clerk T. Dean, and other citizens.

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TOWN CLERK  
G. FURMAN

**1. Call to Order**

First Selectman A Shilosky called the meeting to order at 7:00 p.m.

**2. Additions to the Agenda - none**

**3. Approve Minutes of the November 18, 2015 Tri-Board Meeting**

J Jones moved to approve the Tri-Board meeting minutes of November 18, 2015, seconded by R Coyle. Unanimously approved. MOTION CARRIED

**4. Approve Minutes of the November 19, 2015 Regular Board of Selectmen Meeting**

D Mizla moved to approve the Regular Board of Selectmen meeting minutes of November 19, 2015, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

**5. Citizen's Comments**

K Frantzen regarding candidate for Town Planner. Expressed that it's unfortunate that the process has been lengthy and he encourages the Board to actively explore another applicant in a timely fashion. D Wasniewski regarding Town Planner and encouraged the Board to look at a candidate that has more applicable rural and small town experience. O Duksa stated that farmers help balance taxes vs services, and to consider when selecting a planner the cost of services. C Bourque stated some of the concerns expressed is the process of openness in the community. S Soby explained the process of interviewing for a Dept. Head.

**6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations**

**a. Zoning Board of Appeals**

**1. Bob Setschinsky possible reappointment for a five year term to expire 12/31/2020**

S Soby moved to reappoint Bob Setschinsky to the Zoning Board of Appeals for a five year term to expire 12/31/2020, seconded by J Jones. Unanimously approved. MOTION CARRIED

**2. Jason Radachy possible reappointment for a five year term to expire 12/31/2020**

D Mizla moved to reappoint Jason Radachy to the Zoning Board of Appeals for a five year term to expire 12/31/2020, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

**b. Commission on Aging**

**1. Rose Levine possible reappointment for a three year term to expire 12/31/2018**

R Coyle moved to reappoint Rose Levine to the Commission on Aging for a three year term to expire 12/31/2018, seconded by J Jones. Unanimously approved. MOTION CARRIED

**2. Jean Stawicki possible reappointment for a three year term to expire 12/1/2018**

R Coyle moved to reappoint Jean Stawicki to the Commission on Aging for a three year term to expire 12/1/2018, seconded by J Jones. Unanimously approved. MOTION CARRIED.

**c. Agriculture Commission – Olivia Duksa possible reappointment for a three year term to expire 11/30/2018**

S Soby raised the concern of O Duksa's past attendance to commission meetings and the future status of attending meetings on a regular basis. O Duksa responded that she is not in a position that she can regularly attend meetings.

R Coyle moved to reappoint O Duksa to the Agriculture Commission for a three year term to expire 11/30/2018, seconded by J Jones. Unanimously approved. MOTION CARRIED.

**d. Planning & Zoning Commission – John Novak possible reappointment for a three year term to expire 12/1/2018**

S Soby moved to reappoint J Novak to the Planning & Zoning Commission for a three year term to expire

12/1/2018, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

**e. Ethics Commission – Charles Logan possible reappointment for a three year term to expire 11/1/2018**

J Jones moved to reappoint Charles Logan to the Ethics Commission for a three year term to expire 11/1/2018, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

**f. Economic Development Commission – Stacey Brown to be interviewed – was interviewed**

S Soby moved to appoint Stacey Brown to the Economic Development Commission for a five year term to expire 10/31/2020, seconded by J Jones. Unanimously approved. MOTION CARRIED.

**7. Budget Transfers**

S Soby moved to approve the block of transfers for 2014-2015, excluding snow removal, seconded by J Jones. Unanimously approved. MOTION CARRIED.

S Soby moved to approve all transfers relating to snow for the 2014-2015 year, pending setting Town Meeting and approval at town meeting, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

**8. Tax Refunds & Rebates**

S Soby moved to approve tax refunds in the amount of \$133.79 to Shawn Hawkes, \$8.12 to Rosemary and Barbara Bosse, \$67.67 to Jeffrey Space, and \$43.00 to Ann Copleland, seconded by R Coyle. Unanimously approved. MOTION CARRIED

**9. Interview of Janell Mullen for Town Planner – withdrew application**

**10. Discussion on Charter Review Recommendations**

Gregg LePage not present.

R Coyle moved to postpone discussion until Charter Review Chairperson G LePage is present, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

**11. Discussion and Possible Action on Agreement with East Hampton Concerning Private Duty Police Assignments**

R Coyle asked if there is a fiscal impact to the town or is it being paid by a contractor. M Cosgrove and J Paggioli explained how the program works currently for Special Assignments and how this will also work the same.

The Board identified some errors in the contract that need to be fixed regarding spelling and descriptions.

S Soby moved to approve the agreement between the Town of Colchester and Town of East Hampton concerning Private Duty Police Assignments, with the revisions suggested, and authorize the First Selectman to sign all necessary documents, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

**12. Discussion and Possible Action on Homeland Security Grant Program MOA**

D Mizla moved to approve the Homeland Security Grant Program Memorandum of Agreement FY 2015 and authorize the First Selectman to sign all necessary documents, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

**13. Discussion and Possible Action on Setting Town Meeting for Snow Transfer FY 2014-2015**

R Coyle moved to schedule a Town Meeting for 2014-2015 snow transfers for December 17, 2015 at 7pm, prior to the Board of Selectmen meeting, seconded by John Jones. Unanimously approved. MOTION CARRIED.

**14. Discussion on Senior Center Building**

Meeting on 12/9 to review financial piece and have an executive session. The group was contacted by CCSU students as part of a project, which they chose Colchester to do a Senior Center building plan from start to finish. The students will attend a future meeting. S Tassone explained the program the students are doing as part of a Capstone project. S Soby indicated that this is a wonderful opportunity for the students as a learning tool, as well as the town to get information at no cost to the town.

**15. Citizen's Comments**

D Mrowka regarding the remains at the Airline trail. A Shilosky reiterated that the remains were found on the East Hampton side not Colchester.

D Wasniewski stated that he feels O Duksa will be a continuing asset to the Agriculture Commission, especially in regards to equestrian facilities.

**16. First Selectman's Report**

Norton Mill was found to have asbestos and pvc's, clean-up will be more than expected. Working on grants and with the family to keep moving the project forward. J Paggioli stated that costs need to be solidified, and phase two would be finalized today. The original bid was under the assumption that the site would have no issues. A new RFP will be reissued; The property owners at the previous Jack Chevy are in negotiations for purchase by Rite Aid; No right turn on

red at 16 & 85 is being reviewed by the DOT per the town request, to recommend installing a right turn on green arrow that will coincide with the left turn arrow on 85.

**17. Liaison Reports**

D Mizla reported on Youth Advisory Board – Two more Community Conversations program coming up in Feb and May. Inishmor fundraiser raised \$950 from food, \$100 in donations and Inishmor donated an extra \$400. Discussed a 5K run as a fundraiser. Raising funds to purchase a new van for Youth Services.

R Coyle reported on Triboard off season budget communications – Introductory letter going in paper next week on the budget process. Topics to include self-insurance, declining enrollment, fire department and maintenance budget. Will be using a large letter to the editor box from BOE and FS. Hard copies of information will be available at Town Offices. This group will not be dealing with budget numbers, only the topics.

J Jones reported on the Ethics Commission – Doing a wonderful job as a group. Discussion on policies for being fully compliant, hearing process and recreation of forms. Finalizing for the 12/19 meeting and will go to the BOS to present policies for approval. S Soby questioned if they were using the uniform procedures as outlined in State Statutes. J Jones stated that yes they were.

**18. Executive Session to Discuss Personnel Issues**

R Coyle moved to enter into executive session to discuss personnel issues, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

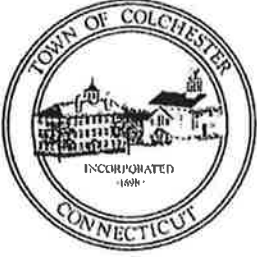
Entered into executive session at 8:12 p.m.  
Exited from executive session at 8:38 p.m.

**19. Adjourn**

S Soby moved to adjourn at 8:38 p.m., seconded by R Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean, Clerk



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes  
Special Meeting Minutes  
Thursday, December 11, 2015  
Colchester Town Hall @ Noon**

**MEMBERS PRESENT:** First Selectman Art Shilosky, via teleconference; Selectman Denise Mizla, Selectman Rosemary Coyle

**MEMBERS ABSENT:** Selectman Stan Soby, Selectman John Jones

**OTHERS PRESENT:** Fire Dept. Chief Cox, Fire Dept. D Lee, Tolland 911 T Millix, and Clerk T. Dean

**1. Call to Order**

First Selectman A Shilosky called the meeting to order at 12:01 p.m.

**2. Discussion and Possible Action on KX Contract**

Entered into the record is a letter from Kevin McManus and Sean Hoskins

R Coyle moved that the Town of Colchester terminate the contract with KX as of June 30, 2016 at 2359 hours (11:59pm), based on research and work done, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

**3. Adjourn**

R Coyle moved to adjourn at 12:05 p.m., seconded by D Mizla. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean, Clerk

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2015 DEC 11 PM 1:34  
T. DEAN  
CLERK

11 December 2015

Dear First Selectman Shilosky, and members of the Board of Selectman,

I am writing this morning, to express concern and disapproval, of any actions concerning removing 911 service and emergency communications from Colchester.

I am a 20 year resident of the town, a 19 year member of the fire department, and a 16 year employee of Colchester Emergency Communications, known locally as "KX".

I will preface that all of the neighboring, and not so neighboring dispatch centers have their strength and weaknesses in personnel, operations, and equipment, and this is in no way a shot at any of my fellow 'communications' colleagues who I work with on a daily basis around the State.

The current situation and discussions are all based around finances, and who can do it 'cheaper'. As I mentioned in a prior letter to the First Selectman, there are many bullet points that are 'of value', however do not show up in a RFP or in a line item. Again, are any of these of value or consideration to anyone anymore?

**You will lose the local the local knowledge.** Cohen's (Pond), Mohrlein's (Farm), Marvins (Deer, House, Garage), Jacks, Bacon (Old & New), Blockbuster, Trails and Parks – just to get started..

**You will lose the personal phone call.** "Hi" Walt (Chief), Don (Deputy), Ken (Assistant), Paul (Assistant), Danny (Career), Reed (Building), Sean (FMO), KC84, Jones'e, Jim (PW), Dean (Highway), Steve, Phil, Guthrie (Water), - just to get started..

**You will lose the situational awareness of what's going on – in the neighboring town, with the medics, with how busy the clinic is, if the highway is closed on the way to Backus, and sadly, what exactly is going on with the safety of responders, by being able to community with the State Police face to face – not by a phone call..**

**You will lose the "New to fire department – stop by anytime and see what goes on and how we do it".**

*While trying to keep this short, this is just the tip of the iceberg of thing's that cannot truly be assigned a financial value, but are of utmost importance to residents, responders, and administrators.*

KX is overseen and governed by representatives from each town – therefore the future, or the failure of KX is in part to each business partner.

**In closing, please consider the option of convening a group of fresh individuals to address the 'business' aspects of the organization – either saving "KX", or looking on how to rebuild services in and for this community.**

Sincerely,

Kevin McManus – Colchester, CT

PO Box 49  
Colchester, CT 06415-0049

Art Shilosky - First Selectman  
Town of Colchester  
127 Norwich Ave.  
Colchester, CT 06415

Page 1 of 2

December 11, 2015

Dear Mr. Shilosky.:

First let me announce that I am proud to call Colchester my "adopted home town". My family has rich history in the town, which dates back to at least the 1920's. The family legacy includes commercial property owners, large land owners, and past public officials. Of course, the ones I am proudest of are my Great Uncles, who were decorated pilots, fought in the Pacific Theater during World War II, and are honored on stones on the Colchester Town Green. With that in mind, I would like you to understand the passion involved in writing the following plea.

As you know, our town is serviced by a regional 9-1-1 center, appropriately located in Colchester. This service is not to be confused with the State Police's consolidated dispatch center that many have read about in the news. In addition to answering 9-1-1 emergency calls, the 9-1-1 center "radio dispatches": fire; medical responders; ambulances; a regional paramedic service; a local police department; and an array of other emergency services.

While 9-1-1 is now taken for granted, its local history might surprise the people of this day and age. Back in the mid 1970's, local firefighters, town officials, and even private business people came up with the concept to share the cost of 9-1-1 service through a partnership of several small towns. With this combined financial might, and the help of other government funding, the small towns founded a non-profit corporation, and built the infrastructure for a 9-1-1 center. In addition to "state of the art" telephone answering equipment, a customized radio network was also constructed, to communicate with emergency services in a nearly 300 square mile area. The location of this new dispatch center was deliberately placed inside the State Police Barracks in Colchester, CT (Troop K), to allow the quick and efficient (face to face) exchange of emergency information between fire and medical services, and the State Police personnel.

On to the point: there seems to be several rumors about said 9-1-1 center "closing up shop". The rumors have seemed to escalate to the point that some of the company's member towns, and government officials, are scrambling to find alternate dispatch centers. It is this writer's opinion that the mass hysteria, and paranoia based on incomplete information is dangerous. Not only to the company's financial well-being, but to the safety of the public the 9-1-1 center serves.

What the town officials seem to be forgetting is that their 9-1-1 center is a partnership with other towns. The 9-1-1 center was never meant to be a vendor, like a local cable TV service, where "low bid" gets the contract. The towns have made decisions to invest in the region's future. They used their collective financial ability to build a radio system to service the entire region, which allowed fire departments, and emergency services, from several towns to be able to work together. This partnership also brought on an unexpected side effect of drawing the volunteer emergency workers of the towns together. The workers trained together, covered each other's territory, and took pride in being part of a larger family. This bond is something you can't put a price on.



While it is apparent Colchester is looking at Quinabaug Valley Dispatch Center (QV) as an alternate vendor, I would like to point out a few things that might be overlooked. And could cause huge financial liabilities for the town in the future.

1 - Radio infrastructure: How does QV plan on providing radio communications from the Northeast Corner of CT? Yes, a microwave link could be bridged to radio equipment in the town. But, where will that equipment be? And what is the radio coverage?

2 - Where the town of Colchester might have it in the short term plan to annex the CEC Buckley Hill radio tower, has the town considered CEC going into bankruptcy, or foreclosure? One would assume that banks, and/or the government will want to liquidate the assets, to repay outstanding loans.

3 - Has the town considered their stake in future legal liabilities? After all, Colchester IS a partner (the equivalent of a shareholder). One would assume banks and/or the government would name Colchester as a defendant, if bankruptcy, or foreclosure were to happen.

4 - In 1976, the state legislature mandated in Special Act No. 76-83, that:  
"[CEC] shall (1) provide a single central location, located within the state police barracks in Colchester, for fire alarm receipt and radio communications services for the entire Colchester region (2) handle all ambulance and police emergency calls within said area by use of a centralized regional switchboard and (3) establish, as soon as practical, and maintain a universal emergency number-telephone facility for said region. Each town in the Colchester region which uses the emergency communications network shall participate in a cost sharing program to assist in financing such communications network...."

Has Colchester considered the fact that the State might take action, as Colchester is ignoring this mandate?

5 - Finally, has Colchester considered any possible legal action against CEC, from taxpayers, that might prevent CEC, and or its partners, from closing shop ("stop orders", etc...)?

In closing, I ask that Colchester hold off on voting on any contracts with other 9-1-1 dispatch centers, until some of these concerns can be answered. I truly believe the liability to Colchester in this matter, could be just as bad as the State Police Central Dispatch was a liability to the State of Connecticut.

Sincerely,



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Sean Hoskins

Page 2 of 2

**ORDINANCE RE: TAX EXEMPTION FOR REAL & PERSONAL PROPERTY LEASED TO THE TOWN OF COLCHESTER**

**WHEREAS**, the Town of Colchester (hereinafter “Town”) is a duly organized municipality under the laws of the State of Connecticut; and

**WHEREAS**, the Town is a non-profit organization for purposes of taxation under Chapter 203 of the Connecticut General Statutes; and

**WHEREAS**, the Town is exempt from taxation for federal income tax purposes; and

**WHEREAS**, General Statute §12-81(58) authorizes the Town, by ordinance, to exempt from taxation, any real or personal property leased to a non-profit organization that is exempt from taxation for federal income tax purposes; and

**WHEREAS**, the Town wishes to streamline their accounting procedures for its leased real and personal property by exempting taxes on said leased property because the owner of the leased property passes the taxes through to the town by adding them into the rental agreement ultimately causing the town to pay taxes to the town.

**NOW THEREFORE, BE IT HEREBY ORDAINED BY THE LEGAL VOTERS OF THE TOWN OF COLCHESTER IN LAWFUL TOWN MEETING DULY ASSEMBLED THAT:**

**Section 1.** The ordinances of the Town of Colchester be amended by adding a section to read as follows:

Pursuant to the authority of General Statute §12-81(58), any real or personal property leased to the Town of Colchester or the Colchester Board of Education shall be exempt from taxation, provided such personal property is used exclusively and entirely for the purposes of the Town, and is not otherwise exempt under General Statute §12-81.

**Section 2.** This exemption is only for property leased to the Town of Colchester and the Colchester Board of Education and is not applicable to property leased to any other charitable, religious or nonprofit organization.

**Section 3.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 4.** If any provision of this ordinance or the application thereof is held to be invalid such invalidity shall not affect other provisions or applications of any other part of this ordinance which can be given effect without the invalid provisions of applications; and to this end the provisions of this ordinance and the various applications thereof are declared to be severable.

This Ordinance shall become effective following approval by Town Meeting and fifteen (15) days after publication in a newspaper having a substantial circulation within the Town of Colchester.

Adopted:  
Effective:

**CONTRACT FOR THE  
REAPPRAISAL AND REVALUATION  
OF TAXABLE REAL AND EXEMPT PROPERTY  
LOCATED WITHIN THE CORPORATE LIMITS OF  
COLCHESTER, CONNECTICUT  
Effective October 1, 2016**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the TOWN OF COLCHESTER, Connecticut, Municipal Corporation acting by and through its Chief Executive Officer having been so duly authorized, hereinafter termed the "TOWN"; and VISION GOVERNMENT SOLUTIONS, INC., a Massachusetts Corporation with a principal place of business at 44 Bearfoot Road, Northboro, Massachusetts, hereinafter termed "VISION" OR "CONTRACTOR".

WITNESSETH THAT:

WHEREAS the Town, through its Assessor, plans to undertake a revaluation of taxable and non-taxable real property located within the corporate limits of the Town; and

WHEREAS, VISION is to assist the Assessor in making such revaluation, representing that VISION is experienced and qualified to carry on such work and is familiar with the recognized appraisal practices and with the standards required for determining ad valorem values for assessment purposes:

NOW, THEREFORE, the TOWN and VISION, for the consideration and under the conditions hereinafter set forth, hereby agree as follows:

**1      EMPLOYMENT OF VISION**

The TOWN hereby engages VISION and VISION hereby agrees to make a complete revaluation of all taxable and non-taxable real property located within the corporate limits of the TOWN and to perform all the services and furnish all records, materials, forms and supplies required by and in complete accordance with the Contract Specifications, a copy of which is attached hereto and made a part hereof; all such labor, records, materials, forms and supplies to comply with the requirements of the pertinent Connecticut General Statutes and Special Acts, pertinent rulings of the Secretary of Office and Policy and Management, pertinent ordinances and agreements of the TOWN and pertinent decisions of the several courts.

**2      CONTRACT DOCUMENTS**

The following is the list of documents which compose the entire contract between the parties:

This Agreement; and  
Contract Specifications.

**3      COMMENCEMENT AND COMPLETION DATES**

VISION agrees to commence the work on or before January 15, 2016 (for the October 1, 2016 revaluation date.) In the event the contract is executed after January 1, 2016, then VISION agrees to commence the work no later than two weeks after having signed the contract. The

work shall be completed through the completion of the duties of the Board of Assessment Appeals for the TOWN for the October 1, 2016 revaluation date.

This date is predicated on the TOWN completing the previous year's Grand List.

VISION agrees to adhere to the time schedule for the revaluation project as set forth in the attached Contract Specifications.

**4 COMPENSATION:**

The TOWN agrees to pay VISION the total sum of **One Hundred Nine Thousand Eight Hundred Dollars (\$109,800)** as compensation for VISION's services to be performed and the records, materials, forms and supplies to be furnished by VISION. VISION and the TOWN agree that the methods of billing and payments shall be as set forth in the contract specifications, including Fiscal Year limitations.

**5 INDEMNIFICATION AND CONDITIONS**

Vision shall comply with the terms and conditions of the Contract Specifications with regard to indemnification and insurance.

IN WITNESS HEREOF, the TOWN OF COLCHESTER, Connecticut and VISION have executed this contract on the date first above-mentioned by their duly authorized officers.

IN THE PRESENCE OF

TOWN OF COLCHESTER, CONNECTICUT

\_\_\_\_\_

\_\_\_\_\_

Chief Executive Officer

VISION GOVERNMENT SOLUTIONS, INC.

\_\_\_\_\_

Signed: \_\_\_\_\_

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

Its: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

TOWN Counsel

\_\_\_\_\_

Date

**CERTIFICATION:**

I hereby certify that the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is available in accordance with this contract.

\_\_\_\_\_

TOWN Director of Finance

\_\_\_\_\_

Date

## **CONTRACT SPECIFICATIONS FOR REVALUATION SERVICES**

### **A. DEFINITIONS**

- i. **ASSESSOR.** The word "ASSESSOR" shall mean the duly appointed ASSESSOR of the Town of COLCHESTER, Connecticut.
- ii. **CONTRACTOR.** The word "CONTRACTOR" shall mean the certified revaluation company who shall perform this project.
- iii. **PROJECT.** The word "Project" shall mean the revaluation of all real property within the corporate limits of COLCHESTER, Connecticut for assessment purposes.
- iv. **TOWN.** The word "Town" shall hereinafter mean the Town of COLCHESTER, Connecticut. The Town's characteristics are attached as Exhibit B.

### **B. MINIMUM SPECIFICATIONS**

- i. To be considered for selection, each interested firm, or individual, must be a certified revaluation company in accordance with Connecticut General Statutes 12-2c, and must have held this certification for a minimum of five years.
- ii. All personnel to be assigned to this project shall be subject to the approval of the ASSESSOR and shall be certified to perform the revaluation duties in which they are assigned.
- iii. The Project Manager/Supervisor, the Reviewer, and the Commercial Appraiser must personally be identified in the contract as the staff whom will be assigned to this project. Once the Contract has been executed, the CONTRACTOR shall ensure that these assigned personnel are not over allocated during the 2016 revaluation cycle and have the allotted time earmarked for the successful completion of this project. Only a physical limitation, injury, no longer being employed by the CONTRACTOR, or at the ASSESSOR's request, will be considered acceptable for replacing the assigned personnel.

In addition, the positions identified below must meet the following additional requirements:

**Project Manager/Supervisor:** must have not less than ten (10) years of practical appraisal experience in the appraisal of commercial, industrial, apartment, farm and residential type properties of which no less than five (5) years must have been working as a Project Manager/Supervisor in mass appraisal.

**Commercial Appraiser:** shall have not less than fifteen (15) years of practical appraisal experience, of which at least ten (10) years have been in the valuation of commercial, industrial and apartments. They have a minimum of five (5) years of experience in mass appraisal in which they were responsible for the valuation of commercial, industrial and apartments.

**Reviewers and Appraisers:** shall have not less than five (5) years of practical appraisal experience in the appraisal of the particular type of property for which they are responsible. Three (3) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years.

Data Collectors: shall have not less than three (3) years of experience as a Data Collector which must have occurred in the last ten (10) years.

**Assigned Personnel:** The Contractor shall endeavor to assign Jason Lawrence and Brandy Landrie to the Project.

### **C. EVALUATION CRITERIA**

Reserved.

### **D. SCOPE OF REAPPRAISAL AND REVALUATION**

- i. This project includes the complete reappraisal and revaluation of all real property within the corporate limits of COLCHESTER, Connecticut effective as of October 1, 2016. (See Exhibit B for breakdown).
- ii. This town-wide revaluation is not what is commonly referred to as a "full measure and list" and there is no requirement for full interior measure and listing other than the sales verification process. This project will not be sending, receiving, or data entering any data mailers other than the sales verification process.

However, the Contractor will perform on-site inspections for properties which had an arms-length transaction over a 12-month period and for properties with outstanding building permits. The Contractor will check measurements of the properties improvements and attempt an interior inspection. If unsuccessful to gain an interior inspection, the Contractor will send a callback letter to the taxpayer to arrange an interior appointment. Should there be no response from the taxpayer to the callback letter, we will consider it a refusal.

- iii. **OPTION:** The Town may, at its option, elect to perform the building permit inspections itself and, as a result, cause to be deducted from the contract value the amount of four thousand four hundred and fifty-three dollars (\$4,453.00).
- iv. Prior to assigning the final values, the CONTRACTOR, in the presence of the ASSESSOR, is required to perform a drive by inspection of every property in town in order to:
  1. review the property for accuracy as compared to that of the data on the property record card
  2. while reviewing, each property that is discovered which does not appear to be accurately reflected on the property record card, the reviewer has the options to:
    - a. make the correction(s) if they are a simple & quick fix
    - b. flag the property and turn over to the ASSESSOR for town staff to follow-up with a more in-depth inspection, or measure & list
  3. review the property and assign the appropriate condition and grade factors as compared to that of the sale properties

- v. The CONTRACTOR shall use the Town's existing CAMA system, Vision Government Solutions, Inc.'s *Appraisal Vision*, Version 6.5. The Town will provide the Contractor access, either remotely or on site, to the CAMA system.
- vi. Perform all services and furnish all records, materials, and forms required to complete the revaluation project in accordance with Connecticut General Statutes.
- vii. The values to be determined shall be the full fair market value as defined in Section 12-63 of the Connecticut General Statutes and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practice in effect at the time of the appraisal.

**E. WORK PLAN**

Attached as Exhibit A is the Contractor-submitted work plan that addresses all tasks that must be performed for the successful completion of the revaluation program.

**F. COMPLETION DATE, TIMELINE SCHEDULE, AND LIQUIDATED DAMAGES**

- i. Both the Town and the CONTRACTOR recognize, understand and agree that time is of the essence with this project and the Town will suffer financial loss if each and every phase of the contract is not completed by its deadline as specified in this contract. The CONTRACTOR agrees that there will be no exceptions to the individual deadlines unless such deadline extension was agreed to by the ASSESSOR in writing. The CONTRACTOR agrees that all extensions made by the Town, or ASSESSOR, shall be made in writing otherwise they are deemed ineffective and non-existent. The ASSESSOR or the Town shall not unreasonably withhold or delay its consent for any Contractor requested extensions. Furthermore, delays occasioned by the ASSESSOR, the Town, parties in the Town's control, war, strike, explosion, acts of God, or an order of the court or other public authority having jurisdiction over the Town of Colchester are excepted from liquidated damages, and therefore the Assessor and the Town shall automatically grant extensions for such delays.
- ii. The CONTRACTOR recognizes and agrees that there would be additional delays, expense, and difficulties involved in proving the actual losses suffered by the Town in the event that a Key Deadline was missed. Therefore, instead of requiring any such proof, or causing any further delays, the CONTRACTOR agrees that as liquidated damages for any delay (but not as a penalty), the Contractor shall pay the Town five hundred dollars (\$500) for each day that begins after the expiration of any such Key Deadline, until such time that the Assessor has determined in writing that the CONTRACTOR's obligations relative to such delay have been fully met/completed. Key Deadlines are identified as such in F.iv.1.a.-t. below.
- iii. The CONTRACTOR shall commence the revaluation work on or before the later of January 15, 2016 or two (2) weeks after the signing of the contract, and shall continue uninterrupted in a diligent fashion so as to ensure completion within the schedule of completion dates hereinafter set forth below.
- iv. Completion Dates.
  - 1. The following projects, tasks, phases of the revaluation must be completed in accordance with the following schedule:



- a. CONTRACTOR commences project, meets with ASSESSOR & Staff at Town Hall, picks up sales data from last two months, and discusses the project, goals, timelines/deadlines, etc. beginning the later of January 15, 2016 or two weeks from contract signing pursuant to Section F.iii above.
- b. CONTRACTOR conducts an impact study that estimates the 2016 assessed total amounts by state use code by April 1, 2016.
- c. ASSESSOR provides CONTRACTOR access to the live *Appraisal Vision* CAMA database by February 1, 2016.
- d. CONTRACTOR completes and delivers to the ASSESSOR proposed neighborhood definitions and values by April 1, 2016.
- e. CONTRACTOR completes and delivers to the ASSESSOR land study and land value map by April 1, 2016.
- f. CONTRACTOR completes and delivers to the ASSESSOR study of market rents, expenses and capitalization factors by August 1, 2016.
- g. CONTRACTOR completes and delivers to the ASSESSOR all preliminary valuation tables for use in CAMA modeling by June 30, 2016.
- h. CONTRACTOR completes and delivers to the ASSESSOR all preliminary residential values by July 1, 2016.
- i. CONTRACTOR completes and delivers to the ASSESSOR the analysis of all income and expense statements by August 29, 2016.
- j. CONTRACTOR completes the drive by field review of all parcels by September 30, 2016 and delivers updated cards/database to the ASSESSOR.
- k. CONTRACTOR completes and delivers to the ASSESSOR the building cost tables and building cost manual by October 4, 2016.
- l. **KEY DEADLINE:** CONTRACTOR completes and delivers to the ASSESSOR all proposed values, for all classes of properties, by October 4, 2016.
- m. CONTRACTOR completes and submits to the ASSESSOR a preliminary Performance Based Revaluation Testing Standards compliance no later than October 13, 2016.
- n. CONTRACTOR submits sample "Assessment Change Notices" to the ASSESSOR for review or modification by November 4, 2016.

- o. ASSESSOR completes review of CONTRACTOR work and makes final adjustments for real property no later than November 14, 2016.
  - p. CONTRACTOR prints and mails, at CONTRACTOR's expense, "Assessment Change Notices" in compliance with Connecticut State Statutes, Section 12-62(f) by November 17, 2016.
  - q. Informal hearings are to commence no later than November 28, 2016 and end no later than December 17, 2016.
  - r. CONTRACTOR submits sample "Results from Informal Hearing Notices" to the ASSESSOR for review or modification one week prior to mailing.
  - s. CONTRACTOR sends notices with results of informal hearings completed to comply with requirements of Connecticut State Statutes, Section 12-62(f) printed and mailed out at the CONTRACTOR's expense, CAMA system updated and final property record cards completed no later than December 23, 2016.
  - t. **KEY DEADLINE:** CONTRACTOR completes and delivers to the ASSESSOR the final Performance Based Revaluation Testing Standards compliance no later than December 30, 2016.
2. The CONTRACTOR agrees that the revaluation supervisor will provide weekly updates. An active discussion of the progress, problems, methodology used etc. will take place in a regular and mutually agreeable timeframe. Failure of the firm to meet this requirement will result in a breach of contract and may be subject to termination of the contract.
  3. Both parties agree that local sales data is one of the most valuable tools required for the project and viewing these parcels in close proximity to their sale date is imperative in comprehending the condition of the property at the time of sale and creating a quality data base. Therefore, CONTRACTOR agrees to complete full measure and list inspections of all properties that have sold in the Town of Colchester between September 1, 2015 and September 30, 2016. The ASSESSOR will identify properties that have sold and will inform the Project Supervisor weekly by email. Sale properties must be inspected by the CONTRACTOR, and a copy of said inspection must be delivered by the CONTRACTOR to the ASSESSOR, within fifty (50) days of being notified of such sale. For each sale property that the CONTRACTOR fails to inspect within fifty (50) days of having received email notification by the Town, the CONTRACTOR agrees to pay fifty dollars (\$50) in liquidated damages.

## **G. GENERAL CONDITIONS**

### **i. Background Check.**

1. All personnel will be subject to background checks by the Colchester Police Department. No employee of the CONTRACTOR who has been convicted of a felony will be acceptable to the Town. All employees of the CONTRACTOR working within the Town limits shall have a valid driver's license.

ii. Identification.

1. All field personnel shall have visible clip-on identification cards, which shall include an up-to-date photograph, supplied by the CONTRACTOR and signed by the ASSESSOR. In addition, all field personnel shall carry a "Letter of Introduction" signed by the ASSESSOR. All automobiles used by field personnel shall have magnetic signs on both sides of their vehicle that state "Colchester ASSESSOR's Office" and include the town seal. All vehicles must be registered with the ASSESSOR and Colchester Police Department giving license number, make, model, year and color.

iii. Conflict of Interest.

1. No resident of the Town or Town employee shall be employed by the CONTRACTOR, without the prior approval of the ASSESSOR.

## H. PROTECTION OF THE TOWN

i. Bonding.

1. The CONTRACTOR shall, to secure the faithful performance by the CONTRACTOR of the terms of this contract, furnish to the Town a Performance Surety Bond in the amount of the contract; which bond shall be issued by a bonding company licensed to do such business in the State of Connecticut, with a minimum A.M. Best Company rating of "A+/VII". Said bond shall be delivered to the Town prior to the commencement of actual work and shall be in a form satisfactory to and approved by the Town. It is understood and agreed that upon completion and delivery to the Town of the revaluation and its approval by the ASSESSOR and after completion of the duties of the Board of Assessment Appeals, the performance bond shall be reduced to 10% of the value of the contract for the purpose of covering the defense of all appeals taken by taxpayers. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Appeals on the list of October 1, 2016.

ii. Insurance.

1. Upon execution of the Contract, and thereafter, no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to the Contract, the CONTRACTOR shall deliver to the Town a certificate(s) of insurance to show compliance with the specifications.
2. Each policy of insurance shall be issued by financially responsible insurers duly licensed to do business in the State of Connecticut. The insurers shall be responsibly acceptable to the Town and shall have an A.M. Best Company rating of "A+/VII" or better.
3. Each policy of insurance shall include a waiver of subrogation in favor of the Town and shall provide no less than thirty (30) days' notice to the Town in the event of a cancellation or change in conditions or amounts of coverage.
4. The CONTRACTOR shall, at its own expense, provide and keep in force:
  - a. Workers' Compensation insurance as required by Connecticut state statutes.

- b. The policy must provide coverage for benefits payable under the Connecticut Workers Compensation Act, and include the Voluntary Compensation endorsement.
  - c. Appraiser's Professional Liability insurance providing errors and omissions coverage for professional services rendered as an appraiser. The minimum limit of liability shall be \$1,000,000 per claim, subject to a \$2,000,000 aggregate.
    - i. Any deductible applicable to a claim must be noted on the Certificate of Insurance. If the policy is written on a claim made policy form, the CONTRACTOR must maintain the insurance for a period of two years from the completion of the contract.
  - d. During the term of the contract, CONTRACTOR shall provide Commercial General Liability insurance for bodily injury and property damage. The Commercial General Liability insurance shall be written on a comprehensive form and include, without limitation, coverage for premises and operations, completed operations, independent contractors, broad form property damage, blanket contractual and personal injury. The required limits of liability are:
    - i. \$2,000,000- General Aggregate
    - ii. \$2,000,000- Product-Completed Operations Aggregate
    - iii. \$1,000,000- Each Occurrence
  - e. Automobile Liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles. The limit for any one accident or loss shall be \$1,000,000.
  - f. Workers Comp and Employer's Liability - the required limits of liability are:
    - i. \$100,000 each accident
    - ii. \$500,000 disease policy
    - iii. \$100,000 disease accident limit
  - g. CONTRACTOR shall save the Town harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of the contract.
  - h. "The Town of Colchester and Board of Education" are to be named as "Additional Insured". Original, completed certificate of insurance must be presented to the Purchasing and Insurance Coordinator prior to purchase order/contract issuance.
- iii. Liquidated Damages.
1. Liquidated damages assessed pursuant to Section F shall be deducted from the contract price and the Town shall notify the CONTRACTOR in writing as to the amount of liquidated damages that have been withheld no later than January 5, 2017.
  2. Delays occasioned by the ASSESSOR, the Town, parties in the Town's control, war, strike, explosion, acts of God, or an order of the court or other public authority having jurisdiction over the Town of Colchester are excepted from liquidated damages.

**I. CHANGES AND SUBLETTING OF CONTRACT**

i. Changes.

1. Any changes in these specifications, deadlines, or contract language will be permitted only upon written mutual agreement of the CONTRACTOR and the Town.

ii. Subletting and Assignment.

1. The CONTRACTOR shall not transfer or sublet the contract or any interest or part therein, without first receiving written approval from the ASSESSOR. It should be mutually agreed and understood that said consent by the Assessor to sublet any portion of the contract shall in no way release the Contractor from any responsibility or liability as covered in these specifications and contract.
2. The Contractor shall not assign the contract, or any interest or part therein, without first receiving written consent from the Town, such Town consent not being unreasonably withheld or delayed. It should be mutually agreed and understood that said consent by the Assessor to assign any portion of the contract shall in no way release the Contractor from any responsibility or liability as covered in these specifications and contract.

**J. ASSESSMENT DATE**

- i. The completed appraisals, upon approval of the ASSESSOR, will serve as the basis for assessments effective on the Grand List of October 1, 2016.

**K. DELAYS**

- i. The CONTRACTOR shall not be liable for liquidated damages for delays caused by the Town, the ASSESSOR, or parties under the Town's control; reasons of war, strike, explosion, or acts of God; or an order of court or other public authority having jurisdiction over the Town of COLCHESTER.

**L. PAYMENT SCHEDULE**

i. Periodic Payments.

1. Payments shall be made in the following manner:
  - a. Thirty (30) days after the execution date of this contract, and at the end of each thirty (30) day period thereafter for the term of this contract, the CONTRACTOR will certify in writing to the ASSESSOR the percentage of the total work completed under the contract which the CONTRACTOR has performed during the said thirty (30) day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, and category or in any manner as required by the ASSESSOR. The itemization shall be categorized by each of the "Stages of Completion" listed on the Payment Schedule as shown below.
  - b. The Town, upon determination by the ASSESSOR that the certification of the CONTRACTOR concerning work during said period is accurate, will pay to the CONTRACTOR a monthly installment based on the percentage of the total

compensation due under the contract equal to the percentage of work certified as having been completed during said period, less ten percent (10%), which is to be retained by the Town for payment to the CONTRACTOR at such time that he or she has performed fully and satisfactorily all its obligations, requirements, and litigation under the contract. The retained ten (10%) percent of the contract price is to be paid upon the completion of work of the Board of Assessment Appeals on the October 1, 2016 Grand List in accordance with the provisions of this contract.

c. The provision for a reduction of the performance bond to 10% of the contract price is to ensure the defense of any appeals resulting from the revaluation work.

ii. Fiscal Year Limitations.

1. The contract cost shall be paid in the Town Fiscal Years ending June 30, 2016 and June 30, 2017 according to the provisions of this section and subject to the appropriation of necessary funds by the Town's fiscal authority. The CONTRACTOR shall incur no cost in any fiscal year in excess of that year's annual appropriation plus the balance of prior years' unexpended appropriations.

iii. Stages of Completion.

1. The cost associated with revaluation services should be billed to approximately correspond to the table below:

<b>Accounting Code</b>	<b>Description</b>	<b>Total Value</b>
0100	Project Supervision	7,843.00
0200	Residential Valuation	7,159.00
0201	Residential Measure & List	4,382.00
0202	Residential Field Review	29,233.00
0204	Permits	4,453.00
0300	Commercial Valuation	12,834.00
0301	Commercial Measure & List	301.00
0302	Commercial Field Review	4,991.00
0304	Permits C/I	337.00
0600	Residential Hearings	6,182.00
0601	Commercial Hearings	713.00
0800	Data Entry	10,862.00
0802	Data Entry Printing	2,275.00
0900	Project Finalization & Support	4,375.00
1100	Letters/Mailings	5,851.00
9901	Associated Project Expenses	4,795.50
9902	Bonding	3,213.50
	<b>TOTAL</b>	<b>109,800.00</b>

## **M. RESPONSIBILITIES OF CONTRACTOR**

### **i. Good Faith.**

The CONTRACTOR shall, in good faith, use its best efforts to assist the ASSESSOR in determining accurate and proper market valuations, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities specified herein. It is expected that an open line of communication exists with the ASSESSOR throughout the project. At least weekly the CONTRACTOR shall meet with the ASSESSOR to discuss the progress and various other details for the duration of the project.

### **ii. Public Relations.**

1. The parties of this revaluation project recognize that a good public relations program needs to be planned and completed from the beginning of the project in order to inform the public of the Town of Colchester as to the purpose, benefits and procedures of the revaluation program.
2. The CONTRACTOR shall provide reasonable assistance to the ASSESSOR in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs, and property owner groups as a means of establishing understanding and support for the revaluation program and sound assessment administration. The CONTRACTOR shall supply visual aids and other media at its disposal to this end. All public releases shall be approved by the ASSESSOR prior to release.

### **iii. Conduct of Company Employees.**

1. As a condition of the contract, the CONTRACTOR's employees shall, at all times, treat the residents, employees and taxpayers of the Town with respect and courtesy; the CONTRACTOR shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision.
2. Records are Town Property.
  - a. The original or a copy of all records and computations, including CAMA systems and databases, made by the CONTRACTOR in connection with any appraisal of property in the Town shall, at all times, be the property of the Town and, upon completion of the project or termination of this contract by the Town, shall be left in good order in the custody of the ASSESSOR. Such records and computations shall include, but not be limited to:
    - i. ASSESSOR's/GIS Maps;
    - ii. Land Value Maps;
    - iii. Materials and Wages, Cost Investigations and Schedules;
    - iv. Data Collection Forms, Listing Cards, Property Record Cards with property valuations and sketches;
    - v. Capitalization Rate Data;
    - vi. Sales Data;
    - vii. Depreciation Tables;
    - viii. Computations of land and/or building values;

- ix. All letters of memoranda to individuals or groups explaining methods used for appraisals;
- x. Operating statement of income properties;
- xi. Duplicated notice of valuation changes;
- xii. Database of all property records, CAMA system, and integration with administrative and GIS systems.

b. In addition, throughout the conduct of said revaluation, any criteria, guidelines, price schedules or statement of procedures used in such revaluation by the CONTRACTOR shall be made available by the CONTRACTOR for public inspection in the ASSESSOR's office and shall be available thereafter, all in accordance with Section 12-62 ( c ) of the Connecticut General Statutes.

3. ASSESSOR's Records.

- a. The CONTRACTOR shall use a system approved by the ASSESSOR for the accurate accounting of all records and maps, which may be taken from the ASSESSOR's office in conjunction with this project. All such records and maps shall be returned immediately following their use. None of the ASSESSOR's records shall be taken outside the corporate limits of the Town without prior written permission of the ASSESSOR.

iv. Information.

1. Information to Town.

- a. The CONTRACTOR shall give to the ASSESSOR any and all information requested pertaining to the project for a period of one (1) year after completion of the duties of the Board of Assessment Appeals on the October 1, 2016 Grand List, without any additional cost to the Town.

v. Control and Quality Checks.

1. Sales Analysis.

- a. Sales analyses of properties shall be performed as a means of sustaining the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analyses shall include, at a minimum, sales ratios and coefficients of variance and dispersion. Any additional requests for sales analyses by the ASSESSOR shall also be performed.

**N. RESPONSIBILITIES OF THE TOWN**

i. Nature of Service.

- 1. It is clearly understood and agreed that the services rendered by the CONTRACTOR are in the nature of assistance to the ASSESSOR and all decisions as to proper valuation shall rest with the ASSESSOR.



- ii. Cooperation.
  - 1. The ASSESSOR, the Town, and its employees will cooperate with and render all reasonable assistance to the CONTRACTOR and its employees.
- iii. Items Furnished By the Town.
  - 1. The Town shall furnish the following:
    - a. Maps.
      - i. The Town shall furnish one (1) set of (11X17) the most up-to-date Town Tax Maps that are currently available showing streets, and property lines and boundaries.
      - ii. The CONTRACTOR will also have access to the town's GIS which is available to the public over the internet.
    - b. Land Dimensions.
      - i. The Town will make available lot sizes and total acreage to the CONTRACTOR of all pieces of property where the map or present records fail to disclose measurement or acreage.
    - c. Zoning.
      - i. The Town will provide a copy of the current Town zoning regulations and a zoning map.
    - d. Existing Property Record on CAMA System.
      - i. The Town will make available the current CAMA system for all property types available to the CONTRACTOR with the following data: Owner of record, location of property, address of owner, deed references, map and lot reference, age and date of construction of all buildings, sketches, photographs, and lot size or amount of acreage of properties.
    - e. Property Transfers.
      - i. The Town shall notify the CONTRACTOR by email, on a weekly basis, of property splits and transfers occurring after the initial creation of the revaluation database by the CONTRACTOR. The CONTRACTOR shall update the revaluation database as necessary.
    - f. Building Permits.
      - i. The Town shall make available copies of all building permits issued during the course of the revaluation project up to October 1, 2016.

- g. Office Space.
  - i. If necessary the Town shall furnish to the CONTRACTOR sufficient office space to carry out the terms of this contract.
- h. Obligation to Keep Current.
  - i. The Town shall continuously and currently update the information specified above.
- i. Sales Information.
  - i. The Town shall continuously and currently provide copies of all sales information available to the Town with respect to the transfer of parcels.
- j. Board of Assessment Appeals and Litigation Support
  - i. The Town will review all Board of Assessment Appeal requests as a result of the Project, and will require a Contractor senior appraiser to support only those requests requiring a value decision. The process will be a combined effort of both the Town and Contractor to effectively and expeditiously handle appeal requests. Both staffs will work together to resolve any outstanding valuation issues. Any Contractor assistance to the Board of Assessment Appeals is included in this contract.
  - ii. Town is responsible for any taxpayer actions brought to the courts as a result of the Project, including but not limited to litigation. At the Town's option, the Contractor will provide support in any such taxpayer actions at a per diem rate of nine hundred dollars (\$900).
- iv. The Inspections performed by town staff.
  - i. In accordance with Section D(iv)2(b), the town will receive flagged properties from the reviewer and investigate, inspect, and correct any inaccuracies on the property record card as compared to the actual property. Once the property record card has been updated, it shall be sent back to the reviewer so that a final value may be assigned by the CONTRACTOR.

**O. TRANSMITTAL OF DELIVERABLES TO THE ASSESSOR**

- i. Records.
  - 1. Regular periodic delivery of appraisals, tables, analysis, and other information required by these specifications, as completed, and in accordance to the schedule set forth above, shall be made to the ASSESSOR for his/her review. All appraisals of buildings either complete or under construction, shall be completed as of October 1, 2016. All completed and/or corrected records shall be turned over to the ASSESSOR as of December 21, 2016. The final inspection and review shall take into consideration any known or apparent changes in the

individual property since they were first inspected in order that the final appraisal of property shall be appraised as of October 1, 2016.

2. This information and/or appraisals and records shall not be made public until after the informal public conferences, except to the extent public access may be compulsory under provisions of applicable law.
3. It is understood and agreed that the reappraisal of properties covered by this contact shall meet or exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation (Connecticut General Statutes sec. 12-62I-1 to 12-62I-7), shall conform to the procedures and technical requirements of the ASSESSOR and, at least weekly, the CONTRACTOR shall meet with the ASSESSOR to discuss the progress and various other details of the project.
4. The revaluation of October 1, 2016 shall be performed in accordance with the schedule, as prescribed in accordance with Connecticut State Statutes for updates. Should legislative changes be made, the Town and the CONTRACTOR will conform to the State Statutes in effect upon passage of the legislation.

## Exhibit A Work Plan

<i><b>TASK</b></i>	<i><b>FROM</b></i>	<i><b>TO</b></i>
Project Commencement	1/15/2016 or 2 weeks from contract signing <sup>1</sup>	
Project Set-up	11/02/15	11/16/15
Public Relations	On Going	
Sales and Building Permit Data Collection	On Going	
Preliminary Neighborhood definition	02/01/16	04/01/16
Preliminary Land & Building Study	03/01/16	04/01/16
Preliminary impact study	03/01/16	04/01/16
Preliminary Market Rent Study & analysis of I & E statements	06/10/16	08/29/16
Field Review/Data Entry	06/01/16	09/30/16
Final deeds data entered into CAMA by Assessors Office	10/01/16	
Deliver proposed values	10/04/16	
Submit preliminary Performance Testing Standards	10/13/16	
Assessor Completes Review of Values	11/14/16	
Valuation Notices	11/17/16	
Informal Hearings	11/28/16	12/17/16
2 <sup>nd</sup> Valuation Notice/Changed Properties	12/23/16	
Project Completion (excluding BAA) Submission of final Performance Testing Standards	12/30/16	

<sup>1</sup> Pursuant to section F.iii. of the Contract Specifications.

# Exhibit B

## TOWN DATA

The town of Colchester is contained within 49.8 square miles. The 2012 census indicated the town's population was 16,044. The last revaluation of the town of Colchester was conducted for the 2011 Grand List. The ASSESSOR's maps are updated annually and the town of Colchester is currently using a GIS mapping program using ESRI software. The town's website has property record information available, as well as, comprehensive maps that include wetlands, flood plain, orthoimage, and zoning. The approximate composition of the property types in the town of Colchester is delineated in the following table:

### TOWN OF COLCHESTER 2014 REAL ESTATE ACCOUNTS

CODE	# OF ACCTS	DESCRIPTION	GROSS ASSESSMENT
100	5300	RESIDENTIAL	895,571,360
200	214	COMMERCIAL	87,697,290
300	20	INDUSTRIAL	8,971,700
400	21	PUBLIC UTILITY	3,977,300
500	516	VACANT LAND	29,779,800
600	299	USE ASSESSMENT	943,120
700	2	10 MILL FOREST	6,880
800	22	APARTMENTS	20,865,200
	6394		1,047,812,650
	197	REAL ESTATE EXEMPT	103,881,910
GRAND TOTAL	6422		1,151,694,560



Gayle Furman

Town Clerk

### MEMORANDUM

**To:** Board of Selectman Members

**From:** Gayle Furman, Town Clerk

**Subject:** SEEC Pilot Program

**Date:** December 7, 2015

The State Elections Enforcement Commission is in the process of establishing a pilot program under which up to twenty municipalities will be selected to have some or all of their filing duties transferred to the Commission for the 2017 election cycle. This means that all candidates, candidate committees, and political committees that normally file with the Town Clerk's office will register and file disclosure statements with the Commission and all of their paperwork will be available for public viewing on the Commission's website. If the program is successful, the Commission is hopeful that it will become the filing repository of all 169 municipalities in the state. Our town has been invited to apply to the program and the application requires legislative body approval in order to apply. Therefore, I present this application to you and seek your approval.

# Municipal Filing Pilot Program APPLICATION

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION  
Revised December 2015

Page 1 of 4



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**DEADLINE TO SUBMIT APPLICATION:  
Tuesday, February 16, 2016 5:00 PM**

<b>1. MUNICIPALITY</b>		<b>2. COUNTY</b>																					
Colchester		New London																					
<b>3. TOWN/CITY CLERK NAME</b>																							
Gayle Furman			<input checked="" type="checkbox"/> Check if Town/City Clerk will be the primary contact for the Municipal Filing Pilot Program																				
<b>4. OFFICE ADDRESS</b>																							
Street Address	City	State	Zip Code																				
127 Norwich Avenue	Colchester	CT	06415																				
<b>5. ADDITIONAL CONTACT (Assistant Town/City Clerk or other staff member)</b>																							
Name		Title																					
Joan Campbell		Assistant Town Clerk																					
		<input type="checkbox"/> Check if primary contact for the Program																					
<b>6. PRIMARY CONTACT PHONE NUMBER</b>		<b>7. PRIMARY CONTACT EMAIL</b>																					
(860)537-7215		townclerk@colchesterct.gov																					
<b>8. ELECTION CYCLE (Check One Box)</b>		<b>9. FORM OF GOVERNMENT (Check One Box)</b>																					
<input type="checkbox"/> May <input checked="" type="checkbox"/> November		<input type="checkbox"/> Mayor — Council <input checked="" type="checkbox"/> Representative Town Meeting <input type="checkbox"/> Council — Manager <input type="checkbox"/> Other																					
<b>10. POPULATION (Based on 2010 census)</b>																							
<input type="checkbox"/> Over 50,000 <input type="checkbox"/> 6,501 — 10,000 <input type="checkbox"/> 25,001 — 50,000 <input type="checkbox"/> 3,500 — 6,500 <input checked="" type="checkbox"/> 15,001 — 25,000 <input type="checkbox"/> Under 3,500 <input type="checkbox"/> 10,001 — 15,000																							
<b>11. OFFICE HOURS</b>																							
Check each day your office is open and record the hours of operation:		Does your office close for lunch? <i>If yes, record the hours:</i> NO																					
<table border="1"> <tr><td><input checked="" type="checkbox"/> Monday</td><td>8:30 - 4:30</td></tr> <tr><td><input checked="" type="checkbox"/> Tuesday</td><td>8:30 - 4:30</td></tr> <tr><td><input checked="" type="checkbox"/> Wednesday</td><td>8:30 - 4:30</td></tr> <tr><td><input checked="" type="checkbox"/> Thursday</td><td>8:30 - 7:00</td></tr> <tr><td><input checked="" type="checkbox"/> Friday</td><td>8:30 - 4:30</td></tr> </table>		<input checked="" type="checkbox"/> Monday	8:30 - 4:30	<input checked="" type="checkbox"/> Tuesday	8:30 - 4:30	<input checked="" type="checkbox"/> Wednesday	8:30 - 4:30	<input checked="" type="checkbox"/> Thursday	8:30 - 7:00	<input checked="" type="checkbox"/> Friday	8:30 - 4:30	<table border="1"> <tr><td><input type="checkbox"/> Monday</td><td></td></tr> <tr><td><input type="checkbox"/> Tuesday</td><td></td></tr> <tr><td><input type="checkbox"/> Wednesday</td><td></td></tr> <tr><td><input type="checkbox"/> Thursday</td><td></td></tr> <tr><td><input type="checkbox"/> Friday</td><td></td></tr> </table>		<input type="checkbox"/> Monday		<input type="checkbox"/> Tuesday		<input type="checkbox"/> Wednesday		<input type="checkbox"/> Thursday		<input type="checkbox"/> Friday	
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<input type="checkbox"/> Friday																							
<i>If not already open until 5:00 PM, do you have the ability to extend your office hours until 5:00 PM on the day of a filing deadline?:</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																							
<b>12. OFFICE TECHNOLOGY</b>																							
Does your office have at least one computer connected to the Internet?:		Does your office have (Check all that apply):																					
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Scanner <input checked="" type="checkbox"/> Fax Machine <input checked="" type="checkbox"/> Town Clerk webpage on Town/City website																					
<i>If yes, is this computer for public access or Town Clerk use only?:</i> <input type="checkbox"/> Public Access <input checked="" type="checkbox"/> Town Clerk Use Only <input type="checkbox"/> Both Public Access AND Town Clerk Use																							

# Municipal Filing Pilot Program APPLICATION

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION  
Revised December 2015



**DEADLINE TO SUBMIT APPLICATION:  
Tuesday, February 16, 2016 5:00 PM**

**13. BALLOT INFORMATION**

The following questions pertain to the **November 5, 2013** ballot for your city/town:

Number of candidates on the ballot (if a candidate is cross-endorsed, only count once)	26
Number of candidate committees formed (SEEC Form 1 & 1A filed with Town Clerk)	2
Number of candidates filing exemptions from forming candidate committees (SEEC Form 1 & 1B filed with Town Clerk)	24
<i>For candidates who filed Form 1B and checked box 11a —</i> Number of candidates funded by Town Committee	23
<i>For candidates who filed Form 1B and checked box 11a —</i> Number of candidates funded by a separate slate committee	1
Number of Slate Committees formed (Durational committee formed by two or more individuals - SEEC Form 3)	0
Number of Referendum Committees (Durational committee formed by two or more individuals for a single referendum - SEEC Form 3)	0

The following questions pertain to the **November 3, 2015** ballot for your city/town:

Number of candidates on the ballot (if a candidate is cross-endorsed, only count once)	29
Number of candidate committees formed (SEEC Form 1 & 1A filed with Town Clerk)	2
Number of candidates filing exemptions from forming candidate committees (SEEC Form 1 & 1B filed with Town Clerk)	27
<i>For candidates who filed Form 1B and checked box 11a —</i> Number of candidates funded by Town Committee	26
<i>For candidates who filed Form 1B and checked box 11a —</i> Number of candidates funded by a separate slate committee	1
Number of Slate Committees formed (Durational committee formed by two or more individuals - SEEC Form 3)	0
Number of Referendum Committees (Durational committee formed by two or more individuals for a single referendum - SEEC Form 3 or 8)	0

Number of ongoing political committees currently registered with your office (SEEC Form 3 or 8):  <div style="border: 1px solid black; width: 100px; height: 40px; margin: 0 auto; text-align: center; line-height: 40px;">0</div>	Number of offices having primaries:  <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 33%;">2011</th> <th style="width: 33%;">2013</th> <th style="width: 33%;">2015</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	2011	2013	2015	0	0	0
2011	2013	2015					
0	0	0					

Number of referenda:

2010	2011	2012	2013	2014	2015
1	1	3	2	3	3



# Municipal Filing Pilot Program APPLICATION

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION  
Revised December 2015



**DEADLINE TO SUBMIT APPLICATION:  
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Page 3 of 4

## 14. APPROVAL BY LEGISLATIVE BODY

Please attach documentation of your legislative body's approval to the back of this application (i.e. copy of meeting minutes, a resolution signed by members of your legislative body approving your application).

*A sample resolution is provided on page 4 of this application.*

## 15. CERTIFICATION

I certify that I understand that I am required to comply with the requirements of the Municipal Filing Pilot Program, including all applicable statutes, regulations and declaratory rulings. I certify that I understand that my failure to abide by the requirements of all applicable statutes and regulations relating to the Pilot Program may result in the SEEC's disqualification/revocation of my voluntary participation.

I hereby swear, under penalty of false statement, that the above certifications are true and complete to the best of my knowledge.

\_\_\_\_\_  
Town/City Clerk's Signature

\_\_\_\_\_  
Date (mm/dd/yyyy)

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Seal

\_\_\_\_\_  
SIGNATURE OF PERSON ADMINISTERING THE OATH

\_\_\_\_\_  
NAME OF PERSON ADMINISTERING THE OATH (Please Print)

Commissioner of Superior Court     Notary Public — My Commission Expires \_\_\_\_\_

*If there is any additional information you feel may be relevant to your application, please explain below:*

## CERTIFIED RESOLUTION

### RESOLUTION TO APPROVE TOWN CLERK'S APPLICATION TO THE STATE ELECTIONS ENFORCEMENT COMMISSION'S MUNICIPAL FILING PILOT PROGRAM

WHEREAS on June 30, 2015, the Governor signed into law Special Act No. 2015-04, *An Act establishing a pilot program for municipal campaign finance filings*;

WHEREAS the Special Act establishes a pilot program for the State Elections Enforcement Commission to provide assistance to the town clerks of up to twenty municipalities with the completion of some or all of their filing repository duties for the 2017 election cycle;

WHEREAS the application to participate in the pilot program requires the approval of the municipality's legislative body;

NOW, THEREFOR BE IT RESOLVED by Arthur P. Shilosky of the Town of Colchester that the Town Clerk of the town of Colchester may apply to participate in the State Elections Enforcement Commission's Municipal Filing Pilot Program for the 2017 election cycle.

BE IT FURTHER RESOLVED that a copy of this signed resolution be forwarded to the State Elections Enforcement Commission as part of the Town of Colchester's application.

---

Arthur P. Shilosky, First Selectman

Seal



## Department of Fire and Emergency Medical Services

# MEMO

**To:** Board of Selectmen  
Town of Colchester CT

December 14, 2015

**From:** Chief Walt Cox  
CHVFD

**Subject:** Emergency Service Dispatch Center / Public Safety Answering Point / E-911

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### **BOS MEETING AGENDA December 17, 2015**

Discussion and Possible Action on new contract for Emergency Service Dispatching for the Town of Colchester CT in lieu of termination of services with Colchester Emergency Communications, Inc (KX Dispatch) on June 30, 2016 @ 2359 hours.

It is my recommendation that the Town of Colchester CT enter into a five year contract for Emergency Service Dispatching with:  
Quinebaug Valley Emergency Communications, Inc.  
1249 Hartford Pike  
East Killingly, CT 06243

## **Town of Colchester Interoffice Memorandum**

**To:** Art Shilosky, First Selectman  
**From:** James Paggioli, L.S., Director of Public Works  
**CC:**  
**Date:** 12-11-2015  
**Re:** RFP 2015-16 Engineering Services for the Permitting and Design of Well 3A, Colchester Water Department

---

Responses for the RFP #2015-16 Engineering Services for Permitting and Design of Well 3A were opened on Nov. 18<sup>th</sup>, 2015. The proposal is to provide the Colchester Water Department the technical assistance to obtain a State of Connecticut Department of Health well site permit for a replacement well #3A. The department has previously submitted a preliminary application to the Department of Health, in order to obtain the scope of services required to proceed with the project consultant.

The general process for the project is to 1) Obtain Well site approval, then 2) Conduct test wells for well design and anticipated yield, 3) design of piping, 4) Construction of Well and Piping to Filtration plant. The RFP base bid is for the first portion of the project, with hourly rates for the third portion of the project.

Two responses were received to the RFP.

The first was from Leggette, Brashears, & Graham, Inc. with a base bid of \$38,650.

The second was from Weston & Sampson with a base bid of \$35,800.

Weston and Sampson has previously worked and designed the Filtration Plant, Well 5A, and the Route 85 Sewer and Water extension, and the department has had a good working relationship with the firm.

The Sewer and Water Commission on their 12-10-2015 Regular Meeting Item 8A, has recommended to the Board of Selectmen that the RFP be awarded to Weston and Sampson for the base bid price of \$35,800 with design work to follow at the hourly rates submitted in the RFP response.

Based upon the submitted bids, Purchasing Policy of the Town of Colchester, and reference checks conducted; I would recommend the award of RFP 2015-02 Fire Department Company One Roof replacement be made to C & M Roofing Company, LLC and that the First Selectman be authorized to enter into a contract and sign all necessary documents to conduct the work.

**Proposed Motion:** That the Colchester Sewer and Water Commission having recommended to the Board of Selectmen to award the bid for Engineering Services for Permitting and Design of Well 3A as described in RFP 2015-16 to Weston and Sampson Engineers, for the base bid price of \$35,800 with design work to follow at the hourly rates within the RFP response documents; That the Board of selectmen hereby award the RFP 2015-16 to Weston and Sampson Engineers and authorize the First Selectman to enter into a contract, and sign all necessary documents, in accordance with the RFP 2015-16 with Weston and Sampson Engineers, for the base bid price of \$35,800 with design work to follow at the hourly rates included within the RFP response.



## **Colchester Sewer and Water Commission**

### **Minutes of the December 10, 2015 Regular Monthly Meeting**

**Municipal Office Complex  
Colchester, Connecticut**

**Members Present:** S. Coyle, R. Silberman (7:07), R. Peter, M. Cross  
**Members Absent:** T. Hochdorfer  
**Others Present:** J. Paggioli (Public Works), R. Tarlov (BOF Liaison), S. Soby (BOS Liaison)

1. **Call to Order-** Chairman Coyle called the meeting to order at 7:00 p.m.
2. **Approval of the Sewer and Water Commission November 12, 2015 Regular Monthly Meeting Minutes** – Motion to approve the minutes of the November 12, 2015 Regular Monthly Meeting Minutes as amended with Item 7C –No action taken, by M.Cross, second by R. Peter; Motion approved 3-0 (none abstained).
3. **Citizen's Comments** - None

4. **Subcommittee Reports**  
**A. Finance – Transfers, Monthly financial reports, Quarterly billing, Disputes, other**  
Transfers – None.

Monthly Financials – Discussion.

Quarterly Billing –As of 11/30/15 we have collected 49.07% of the projected budget and we have billed out 51.6% of the “projected” FY 15-16 budget.

Disputes: Billing None. Connection Policy- Caveat/Abandonment issue, 346 Lebanon Avenue Unit 6, HUD vs Buyer. A brief informational discussion by Mr. Paggioli concerning the issue.

## 5. Water Activities

### A. Water Activities Report – November

- 1) Service Work: Mark outs, Samples, Finals. Profiles, Service Calls, Quarterly Readings, Leak and High Useage Calls
- 2) New Developments. 95 Linwood Avenue new 1.5” and upgrade, plan review, inspection. Park Place Subdivision Legal Documents
- 3) Well 3 – Returned to service.
- 4) Water Hauling – Resumed. CT Water company flushing.
- 5) Well 4 –Issue with pump shaft. On Hold.
- 6) Staff implementation of budget, resource cost reduction.
- 7) Well 3A – RFP Development Engineering Services – Review –Recommendation.
- 8) Main breaks: 1 O&M Plant,
- 9) Organizational structure meetings with Director every other Tuesday.
- 10) Roof Repair Well 3 Building contractor given specific detail for price.
- 11) One abandonment demolition, Lori’s Mobil.

### B. Water Projects Status –

- 1) Initial meeting was held with DPH in regard to needs survey to be included within the listing of Water projects to be included in DPH’s submission to the EPA in regard to funding the State Revolving Loan Fund. Well #3a was included within the discussion. Application for Well #3a has begun. As part of the application a Professional Engineering consultant firm is required to be brought on board as well as a Certified Well drilling firm. A RFP is to be prepared for the engineering services and well driller should be discussed. Preliminary application submitted to DPH, Director has reviewed with DPH staff, DPH Field site visit scheduled 8-20-2015. Local engineers contacted in regard to scope of work and requirements that the Department will be looking for. Aug 2015: Site visit went well. Correspondence received indicating DPH concurrence subject to wetland delineation and check valve on sewer lateral, GEI information from Lori’s Mobil, other issues that staff believes are easily addressable within the RFP for engineering services. September 2015 –RFP 2015-16 for Engineering Services prepared. Note to discuss \$111,000 of Town Capital that was set aside for “Water Sources” that was instituted in 2004-2006 and remains “untapped” to date. Expenditures within the fund were done and labeled Well 5a, and therefore may be available to be used in conjunction with existing Water Capital Funds. **RFP to be opened on 11-18-2015 See Item 8A.**

## 6. Sewer Activities

A. **Joint Facilities Report** – November meeting highlighted general maintenance issues around the Treatment Plant and Timing of the RDT installation.

B. **Sewer Activities Report** – No issues within the Colchester collection system.

C. **Sewer Projects Status** – RDT Project. Project awarded to Kovacs. Colchester Selectmen approved funding recommendation listed in February 2015 meeting of Sewer and Water Commission. Submittals have started anticipated

start of major work to occur during low flow periods in summer. Joint Facilities Colchester Funding delivered. At the July meeting of Joint Facilities, the issue in delay of timely review, revision and approval of submittals was brought up and the impact to the construction schedule. It was anticipated that the delivery of the RDT and installation would occur in October, however it appears that November is the more realistic time schedule. There are sufficient days within the contract for the delay in installation but should the installation be delayed further there are “weather dependent” issues that will have to be addressed by the contractor and operations within the plant. The issue is continuing to be monitored. Update: The delivery of the Unit is scheduled for January 2016. JF staff is comparing cost alternatives for cold weather disposal and storage of sludge as part of the installation time frame.

**7 Old Business**

**A. Service Area Action – Park Place Sub-division discussion and action.**

Development #309 Old Hebron Road-

The Water portion of the project will be discussed herein. The Developer has agreed to provide the 8” water line loop that connect the service line from the terminus at Stollman Road, down Old Hebron, through the site, and connection to the 8” main that is the terminus to the Old Hartford Road water main within the cinema property. Additionally there is a 8” service stub that is provided that will enter the Recreation Complex at the cul-de-sac of the parking area adjacent to Field R-6. This will benefit the fire flow amounts in the area and provide a significant reduction in the cost to install irrigation systems with the park, should the town chose to do so in the future.

The Sewer portion of the project - Review of new development of Old Hebron Road and revision of plans and documents. The developer has submitted all required documents to ensure that the home owners association is responsible for the upgrade, maintenance, operation, repair of the pump station and emergency generator. The development does not impact the operation and maintenance cost to the town in regard to pump station operations. The Association is similar to those associations that were allowed to operate and connect to the system. i.e., Northwoods, Settlers Green, etc. It is recommended that the development and subject parcel be included within the Sewer Service area and a motion be made to include the property known as # 309 Old Hebron Road to the Sewer Service Area. Mr. Paggioli had included memorandum to the members concerning the operation of the pump station within allowable Statutory regulation and the approval process being in conformance with the Town of Colchester POCD, Zoning, and Subdivision regulations for the site and general area. Discussion occurred concerning burden, and Home Owners Associations solvency issues, and easement access. Since the general consensus of the Commission was that the request conformed to regulation, the addition of the premises to the Sewer Service area should be granted. Motion was made by R. Silberman and seconded by R. Peter that : The Colchester Sewer and Water Commission recommends to the Colchester Board of Selectmen, acting as the Colchester WPCA, to include #309 Old Hebron Road

into the Sewer Service Area of the Town of Colchester, consistent with the plans and documents, provided that the Sewer Pump station be operated in Accordance with Connecticut General Statute Chapter 103 Sec. 7-246f.  
Motion Passed 4-0.

**8 New Business**

**A. RFP 2015-16 Engineering Services Well 3A Project.** – Two responses were received for the scope of Services listed within RFP 2015-16 Engineering Services for Permitting and Design of Well 3A. Both firms were qualified and have experience in regard to water facilities projects. The respondents were Leggette, Brashears and Graham (\$38,655); and the next was Weston & Sampson (\$35,800). The fixed based bid cost is based upon the three conditions that the Department of Health required for permitting. The design phase cost will be dependent upon test well results and would be at cost additional to the base bid. Each respondent provided hourly rates for the design portion of the project. It should be noted that Weston and Sampson are the design engineers of the existing Taintor Hill Road Filtration plant. Based upon the submittals and the Town of Colchester Purchasing Policy, Mr. Paggioli recommended that the RFP 2015-16 be awarded to Weston and Sampson.

A motion was made: That the Colchester Sewer and Water Commission recommends to the Board of Selectmen to award the bid for Engineering Services for Permitting and Design of Well 3A as RFP 2015-16 to Weston and Sampson Engineers, for the base bid price of \$35,800 with design work to follow at the hourly rates within the RFP response documents. Motion by R. Silberman, second by R. Peter, the motion passed vote 4-0 .

**B. Proposed Agreement between Colchester East Hampton Joint Facilities and the Town of Portland Sewer and Water Commission-**Tim Smith of the Joint Facilities forwarded a proposed draft agreement concerning the connection of St. Clements pump station to the Colchester – East Hampton Sewerage Treatment plant. The issue will be brought up as a Joint Facilities agenda item. Of note, Capital Cost percentage for upgrades to the plant is lacking from the document.

**9 Adjourn** - Motion to adjourn was made by M. Cross , second by R. Peter ; Motion approved 4-0. Chairman Coyle adjourned the meeting at 8:00 p.m.

Respectfully submitted,  
James Paggioli, L.S.



**Town of Colchester Interoffice Memorandum**

**To:** Art Shilosky, First Selectman  
**From:** James Paggioli, L.S., Director of Public Works  
**CC:**  
**Date:** 12-11-2015  
**Re:** Colchester WPCA action to add #309 Old Hebron Road to Sewer Service Area

---

The Sewer and Water Commission on their 12-10-2015 Regular Meeting Item 7A, has recommended to the Colchester Board of Selectmen acting as the Town of Colchester WPCA to include the property know as #309 Old Hebron Road to be included within the Town of Colchester Sewer Service Area. (See attached minutes of S & W Commission Meeting)

The property is the site of the recently approved " Park Place" subdivision. Since the Board of Selectmen is the official WPCA of the Town of Colchester, the need to have both boards approve the Sewer Service Area is required.

**Proposed Motion: That the Colchester Sewer and Water Commission having recommended to the Colchester Board of Selectmen acting as the Colchester WPCA, to include #309 Old Hebron Road into the Sewer Service Area of the Town of Colchester, consistent with the plans and documents of the approved subdivision, provided that the Sewer Pump Station be operated in Accordance with Connecticut General Statute Chapter 103 Sec. 7-246f.**



## Colchester Sewer and Water Commission

### **Minutes of the December 10, 2015 Regular Monthly Meeting Municipal Office Complex Colchester, Connecticut**

**Members Present:** S. Coyle, R. Silberman (7:07), R. Peter, M. Cross  
**Members Absent:** T. Hochdorfer  
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1. **Call to Order-** Chairman Coyle called the meeting to order at 7:00 p.m.
2. **Approval of the Sewer and Water Commission November 12, 2015 Regular Monthly Meeting Minutes** – Motion to approve the minutes of the November 12, 2015 Regular Monthly Meeting Minutes as amended with Item 7C –No action taken, by M.Cross, second by R. Peter; Motion approved 3-0 (none abstained).
3. **Citizen's Comments** - None
4. **Subcommittee Reports**  
**A. Finance – Transfers, Monthly financial reports, Quarterly billing, Disputes, other**  
Transfers – None.  
  
Monthly Financials – Discussion.  
  
Quarterly Billing –As of 11/30/15 we have collected 49.07% of the projected budget and we have billed out 51.6% of the “projected” FY 15-16 budget.  
  
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James Paggioli, L.S.