



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting
Thursday, January 4, 2018
Colchester Town Hall, 7PM**

RECEIVED
COLCHESTER, CT
2017 DEC 28 PM 2:27
TOWN OF COLCHESTER
BOARD OF SELECTMEN
TOWN HALL

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
 1. Approve Minutes of the December 7, 2017 Regular Board of Selectmen Meeting
 2. Approve Minutes of the December 21, 2017 Special Board of Selectmen Meeting
 3. Commission on Aging – Linda Grzeika appointment from alternate member to regular member for a term to expire on 12/1/2020
 4. Tax Abatements
5. Boards and Commissions – Interviews and/or Possible Appointments
 - a. Youth Services Advisory Board – Heide Perham to be interviewed
6. Discussion and Possible Action on Fire Department Drone
7. Discussion and Possible Action on Appointment of Linda Shoemaker as Deputy Fire Marshal
8. Discussion and Possible Action on Surplus Equipment Disposal
9. Discussion and Possible Action on Contract with TVCCA for Senior Nutrition Site Server
10. Discussion and Possible Action on Colchester Community Theatre ZFX Flying Effects Service Agreement
11. Discussion and Possible Action on Adopting the Hazard Mitigation Plan 2017
12. Citizen's Comments
13. First Selectman's Report
14. Liaison Reports
15. Executive Session to Discuss a Legal Matter
16. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, December 7, 2017**

Colchester Town Hall, Immediately following the Town Meeting at 7pm

Members Present: First Selectman Art Shilosky, Selectman Stan Soby, Rosemary Coyle, Denise Mizla and Jim Ford.

Others Present: CFO M. Cosgrove, Town Clerk G. Furman, Tax Collector M. Wyatt, BOF R. Tarlov, A. Bisbikos, Registrar D. Mrwoka, L. Griezka, S. Shoemaker, L. Ackerman, BOE R. Besaw, M. Bylone, B. Bernier, Town Planner R. Benson, Public Works Director J. Paggioli and Clerk J. Campbell

1. Call to Order

A. Shilosky called the meeting to order at 7:05pm.

2. Additions to the Agenda

R. Coyle moved to add item #12 discussion and possible action on replacement copier for assessor and tax collector and renumber the remaining items accordingly to the agenda, seconded by D. Mizla. Unanimously approved. MOTION CARRIED.

3. Citizen's Comments

A. Bisbikos spoke in favor of the opengov software. See attached statement.

4. Consent Agenda

1. Approve Minutes of the November 16, 2017 Regular Board of Selectmen Meeting
2. Commission on Aging – Linda Grzeika appointment as an alternate member for a term to expire on 12/31/2019
3. Open Space Advisory – Linda Grzeika appointment for a term to expire on 3/31/2019
4. Sewer & Water – Resignation of Mike Egan
5. Economic Development Commission – Resignation of James Ford
6. Planning & Zoning
 - a. Mark Noniewicz reappointment for a three-year term to expire on 12/31/2020
 - b. Jason Tinelle reappointment for a three-year term to expire on 12/31/2020
7. Approval on 2017 Homeland Security Grant Program

S. Soby moved to approve the consent agenda, seconded by D. Mizla. Unanimously approved. MOTION CARRIED.

5. Budget Transfers

D. Mizla moved to approve the 16/17 FY budget transfers, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

6. Discussion and Possible Action on Strategic Plan for the Department of Senior Services

S. Soby moved to approve the strategic plan (2017-2022) for the Department of Senior Services, seconded by D. Mizla. Unanimously approved. MOTION CARRIED

7. Discussion and Possible Action on Grant Purchase of Wheelchair-Accessible Motor Vehicle

S. Soby moved to approve the agreement between the State of Connecticut and the Town of Colchester for a cash grant toward the purchase of a wheelchair accessible motor vehicle(s) for elderly and/or disabled persons transportation programs, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

8. Discussion and Possible Action on Transfer Station Take2 Inc. Electronics Proposal

R. Coyle moved to approve the proposal and utilize Take 2 Inc. of Waterbury, CT for the electronics recycling services and other services as provided in the attached proposal dated 11-28-2017 at the Transfer Station; and that Fee structure for CFC containing appliances be changed from \$10.00 per appliance to \$0.00 per appliance, for receiving of these appliances at the Colchester Transfer Station, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

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COLCHESTER, CT
16

9. Discussion and Possible Action on Well 3 Design Contract

S. Soby moved to, acting upon recommendation of the Sewer and Water Commission, award the design portion of the Well #3A replacement project, as detailed in tasks 1-6 of the fee proposal dated July 14, 2017, to Weston and Sampson in accordance with the Weston and Sampson response to RFP 2015-16 and proposal for engineering services for the permitting and design of well 3A dated July 14, 2017, in the amount of \$83,000, and authorize the First Selectman to sign all necessary documents, seconded by D. Mizla. Unanimously approved. MOTION CARRIED.

10. Discussion and Possible Action on Opengov

R. Tarlov spoke in favor of Opengov. The BOF is limited in ability to get data to complete their job. Many hours have been spent researching this company as well as other companies. BOF even contacted towns currently using the software to gain their opinions. R. Tarlov is asking the BOS is table this vote until further information can be presented to them. S. Soby moved to table this discussion until further information is available, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

11. Discussion and Possible Action on Election of Vice Chair

S. Soby nominated R. Coyle for Vice-Chair of the Board of Selectmen, seconded by D. Mizla. Unanimously approved. MOTION CARRIED.

12. Discussion and Possible Action on Replacement copier for Assessor & Tax Collector

R. Coyle moved to approve the 5 year lease agreement with Ricoh USA, Inc. under the U.S. Communities Master Lease Agreement and authorize the First Selectman to sign all necessary documents, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

13. Citizen's Comments-none

14. First Selectman's Report

A. Shilosky stated that since the board members were all present at the previous nights BOF meeting, there was no need to restate what was said there.

15. Liaison Reports

S. Soby reported on ZBA- 2 site light variances' were brought before the board. Distances the town has in regulations are greater than that of DOT. Town engineer recommended the approval of both variances'. Planning & Zoning- made adjustments to livestock in rural zones. 1 acre per animal unit beyond the lot size for the home.

D. Mizla reported on BOE- Don Levine was recognized as 2017 elementary P.E. teacher of the year. The new interim superintendent will begin 1/1/18. The search is still ongoing for a permanent hire. YSS- appointed a new chair Kathy Wonderly. Resolution race is coming up on 1/1. They are preparing for the LPC grant, unsure if they will be getting it due to the budget concerns at the state.

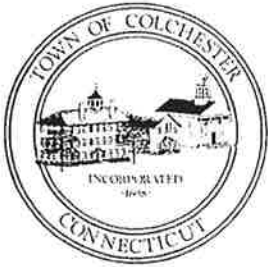
A. Shilosky stated that the next December meeting will be cancelled and for everyone to have a happy and safe holiday.

16. Adjourn

J. Ford moved to adjourn the December 7, 2017 meeting at 7:44 pm, seconded by D. Mizla. Unanimously approved. MOTION CARRIED.

Respectfully Submitted,

Joanie Campbell, Clerk



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes
Special Meeting Minutes
Thursday, December 21, 2017
Colchester Town Hall @ 11am

MEMBERS PRESENT: First Selectman Art Shilosky, via teleconference Selectman Stan Soby, Selectman Denise Mizla, Selectman Rosemary Coyle, and Selectman James Ford

MEMBERS ABSENT: none

OTHERS PRESENT: CFO M Cosgrove and Clerk T Dean

1. Call to Order

First Selectman A Shilosky called the meeting to order at 11:02 a.m.

2. Discussion and Possible Action on Sale of Bond Anticipation Notes for WJJMS Project

R Coyle inquired to when the town goes for a long term bond. M Cosgrove answered that this is a three note sale before the bond sale. This is bond anticipation note number two. When the notes are complete then we do bonding.

R Coyle moved to move forward with sale of bond anticipation notes for the WJJMS project in the amount of \$20,850,000 to mature on October 2018, seconded by S Soby. Unanimously approved. MOTION CARRIED

3. Adjourn

S Soby moved to adjourn at 11:07 a.m., seconded by R Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean, Clerk

RECEIVED
COLCHESTER, CT
2017 DEC 21 PM 12:28
R. COYLE FURMAN
T. DEAN

Commission on Aging-7 Members, 2 Alternates, 3 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Jean Stawicki	D	860-537-2013	stawicklaw@snet.net	12/1/2018
Vice Chair	Eleanor Phillips	U	860-531-9388	ephillips525@msn.com	12/31/2019
Member	Jennifer DeHay	D	860-537-8765	jrdhay@snet.net	12/31/2018
Member	Roberta Avery	R	860-537-1889	roberta.avery@snet.net	12/1/2020
Member	Goldie Liverant	D	860-537-2151	goldieliverant@att.net	12/31/2019
Member	VACANT				12/1/2017
Member	Marjorie Mlodzinski	U	860-603-2047	mmldozin@yahoo.com	12/1/2018
Alternate	VACANT				12/1/2018
Alternate	Linda Grzeika	R	860-537-5560	grzeika@me.com	12/31/2019
Clerk	Michelle Komoroski	n/a	860-537-9105	rmtdkomo@sbcglobal.net	

more to regular member

DARTDRONES



Certificate of Training

Presented to

Sean C. Shoemaker

For the successful completion of the **DARTDRONES**
In-Person Part 107 Test Prep Course

A handwritten signature in black ink, which appears to read "Abby Speicher".

Abby Speicher
Chief Executive Officer

September 23, 2017

Date

DARTDRONES



Certificate of Training

Presented to

Sean C. Shoemaker

For the successful completion of the **DARTDRONES**
Hands-On Drone Pilot Training

A handwritten signature in black ink, appearing to read 'Abby Speicher', written over a horizontal line.

Abby Speicher
Chief Executive Officer

September 23, 2017

Date

I UNITED STATES OF AMERICA XI
DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION



IV NAME
SEAN CHARLES SHOEMAKER

V ADDRESS 22 DEER RUN DR
COLCHESTER CT 06415-1805

U

VI NATIONALITY USA SEX HEIGHT WEIGHT HAIR EYES
IVa D.O.B. 30 OCT 1960 M 69 190 BROWN BROWN
IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

A

I REMOTE PILOT
II CERTIFICATE NUMBER 4057506
X DATE OF ISSUE 5 OCT 2017



S

XIV

[Signature]

VII

ADMINISTRATOR

Small UAS Certificate of Registration

Name: Colchester Fire Department

Manufacturer: DJI •

Model: Phantom 4

Serial Number: 07DJDA60C10620

Certificate Number: FA3YCNW9MW

Issued: 09/25/2017 Expires: 09/25/2020



For U.S. citizens, permanent residents, and certain non-citizen U.S. corporations, this document constitutes a Certificate of Registration. For all others, this document represents a recognition of ownership.

For all holders, for all operations other than as a model aircraft under sec. 336 of Pub. L. 112-95, additional safety authority from FAA and economic authority from DOT may be required.

This Small UAS Certificate of Registration is not an authorization to conduct flight operations with an unmanned aircraft. Operations must be conducted in accordance with the applicable FAA requirements. The operator of the aircraft is responsible for knowing and understanding what those requirements are. For more information on flying for non-model purposes, please visit the FAA website at www.faa.gov/uas



**Federal Aviation
Administration**

American Alternative Insurance Corporation

Policy Number
VFIS-TR-2064093-08/003

THIS ENDORSEMENT CHANGES THE POLICY. Policy Period: From 07-01-2017
PLEASE READ IT CAREFULLY. To 07-01-2018
COMMON POLICY CHANGE ENDORSEMENT

Named Insured TOWN OF COLCHESTER

Effective Date: 11-20-17
12:01 A.M., Standard Time

Agency Name VFIS

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by below.

- Property
- Crime
- Portable Equipment
- Auto
- General Liability
- Management Liability
- Excess

The following item(s):

- | | |
|--|---|
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Policy Number | <input type="checkbox"/> Company |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Additional Interested Parties | <input type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Covered Property/Location Description | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Rates | <input type="checkbox"/> Underlying Exposure/Insurance |

is (are) changed to read **{See Additional Page(s)}**

THE FOLLOWING DRONE HAS BEEN ADDED TO THE POLICY:
DJC PHANTOM 4, SERIAL #07DJDAG0C10620, VALUE \$1,400

THE FOLLOWING FORM(S) HAVE BEEN ADDED TO THE POLICY:
PE1012, (06-2017), UNMANNED AIRCRAFT EXTENSION
VGL320, (06-2017), UNMANNED AIRCRAFT EXTENSION
CXEG0329, (06-2017), UNMANNED AIRCRAFT LIABILITY COVERAGE SUBLIMIT

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

No Changes To be Adjusted at Audit Additional Return

Tax and Surcharge Changes

For New York, Tax and Surcharges do not apply.
For New York, the NY Motor Vehicle Law Enforcement Fee and/or NY Fire Fee may be included.

Additional

Return

Countersigned By:

John Q. Kotewi

AUTHORIZED AGENT

American Alternative Insurance Corporation

Policy Number
VFIS-TR-2064093-08/003

COMMON POLICY CHANGE ENDORSEMENT

Policy Period: From 07-01-2017
To 07-01-2018

Named Insured TOWN OF COLCHESTER

Effective Date: 11-20-17
12:01 A.M., Standard Time

Agency Name VFIS

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

REMOVAL PERMIT

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNMANNED AIRCRAFT COVERAGE

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

- A.** The first paragraph of Exclusion **2.h. Aircraft, Auto Or Watercraft** under **Section I. Coverages, Coverage A. Bodily Injury and Property Damage Liability** is replaced by the following:

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion does not apply to:

- B.** The following exclusion is added to **Section I. Coverages, Coverage A. Bodily Injury and Property Damage Liability**, Exclusions Applicable to Coverage A:

Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of an "unmanned aircraft" while:

- (1) Rented, leased or loaned to others without an operator who is your "employee" or "volunteer worker";
- (2) Used in any professional or organized racing or demolition contest or stunting activity, or while practicing or preparing for such contest or activity; or
- (3) Not used in the insured's operations.

- C.** The following definition is added to **Section V. Definitions**:

"Unmanned aircraft" means an aircraft weighing 15 pounds or less that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

"Unmanned aircraft" includes equipment used with such "unmanned aircraft", provided such equipment is attached to or essential for its operation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNMANNED AIRCRAFT LIABILITY COVERAGE SUBLIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Unmanned Aircraft Liability Each Occurrence Limit Of Insurance:	\$1,000,000
Unmanned Aircraft Liability Aggregate Limit Of Insurance:	\$1,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. This insurance applies to "injury or damage" attributable to "unmanned aircraft" only to the extent that valid "controlling underlying insurance" for such "unmanned aircraft" exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions and exclusions of the applicable "controlling underlying insurance" unless otherwise directed by this insurance.

B. The following is added to **Section II – Limits Of Insurance**:

- (1) The Unmanned Aircraft Liability Aggregate Limit of Insurance shown in the Schedule of this endorsement is the most we will pay for the sum of all "ultimate net loss" for all "injury or damage" attributable to "unmanned aircraft" covered under this Coverage Part.
- (2) Subject to Paragraph B.(1) above, the Unmanned Aircraft Liability Each Occurrence Limit of Insurance shown in the Schedule of this endorsement is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event" attributable to "unmanned aircraft" covered under this Coverage Part.

The above described limits of insurance in paragraphs B.(1) and B.(2) are subject to, and not in addition to, the Aggregate Limit or Products-Completed Operations Aggregate Limit shown in the Declarations page of this policy. Any payments under the Unmanned Aircraft Liability Aggregate Limit of Insurance and Unmanned Aircraft Liability Each Occurrence Limit of Insurance will erode the Aggregate Limit or Products-Completed Operations Aggregate Limit.

C. The following definition is added to **Section IV – Definitions**:

"Unmanned aircraft" means an aircraft weighing 15 pounds or less that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

"Unmanned aircraft" includes equipment used with such "unmanned aircraft", provided such equipment is attached to or essential for its operation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNMANNED AIRCRAFT EXTENSION

This endorsement modifies insurance provided under the following:

PORTABLE EQUIPMENT COVERAGE FORM

A. The following extension is added to Section II. Extensions of Portable Equipment Coverage:

"Unmanned Aircraft"

- a. We will pay for direct physical loss or damage to "unmanned aircraft" owned by you or furnished to you for your regular use, resulting from a "covered cause of loss".
- b. Coverage is not provided:
 - (1) While "unmanned aircraft" is rented, leased, or loaned to others without an operator who is your "employee" or volunteer; or
 - (2) While being used in any professional or organized racing or demolition contest or stunting activity, or while practicing or preparing for such contest or activity; or
 - (3) While not used in the insured's operations.
- c. Subject to the limit shown in d., below, we will pay the "replacement cost" of the lost or damaged "unmanned aircraft" in excess of the deductible, but not more than the lesser of:
 - (1) The amount which you actually spend to repair or replace the lost or damaged "unmanned aircraft" with "unmanned aircraft" of comparable kind and quality; or
 - (2) The "replacement cost" of the lost or damaged "unmanned aircraft".
- d. The most we will pay under this extension in any one occurrence is \$25,000.
- e. A \$500 deductible applies to this extension.

B. The following changes are made to Section VI. Portable Equipment Coverage Definitions:

- 1. The definition of "aircraft" is replaced with the following:

"Aircraft" means aircraft, other than "unmanned aircraft", except those that are:

- (1) on the ground for display or instructional purposes;
- (2) not self-propelled; and
- (3) not certified for flight.

However, this does not include detached aircraft engines, parts, accessories and equipment.

- 2. The following definition is added:

"Unmanned aircraft" means an aircraft weighing 15 pounds or less, that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

"Unmanned aircraft" includes equipment used with such "unmanned aircraft", provided such equipment is attached to or essential for its operation. Payload (camera) is included only when in connection to, stored with, or in use with the drone.

3. Item (3) under the definition of "personal effects" is replaced by the following:
 - (3) "aircraft" or "unmanned aircraft".

4. Item (9) under the definition of "portable equipment" is replaced by the following:
 - (9) "aircraft" or "unmanned aircraft", except as provided for in the "Unmanned Aircraft" extension.

December 18, 2017

To: Art Shilosky
First Selectman
From: Don Lee
Deputy Chief

Re: Surplus Equipment Disposal

The twenty eight year old hose washer asset # 00056 has been replaced and is now surplus equipment. This item has little or no resale (less than \$100.00) value, and minimal scarp weight value. The unit is tired but is still operational and could be donated to a small, low call volume department who would only use it only a few times a year.

We would like to pursue this option of donating it, rather than scrapping it if that would be possible.



Respectfully,

DC. Lee



Department of Fire and Emergency Medical Services

December 26, 2017

To: Art Shilosky
First Selectman
From: Donald Lee
Deputy Chief

Re: Disposal of obsolete radios

Art,

Attached is a list of radios that have been languishing in a closet that are from the 1980s and early 90s. These radios are obsolete and have no value. They need to be destroyed or properly disposed of due to frequency programming.

I am requesting that these radios be sent to Scranton Radio of East Hampton Ct. to be deprogrammed and destroyed.

DC Lee

Art Shilosky

Make	Model	S/N #
Midland	70-0351A	177862
Midland	70-0351A	102828/T
Midland	70-050A	380515
Midland	70-630B	311281
Midland	70-630B	3950047
Midland	70-630B	147233B
Midland	70-3055C	163524/T
Midland	70-3055C	69932
Midland	70-3055C	883094
Midland	70-066A	796238
Midland	70-336B	680119
Midland	70-655A	680180
Midland	70-065C	380976
Midland	70-055C	259365
Midland	70-055C	294370
Midland	70-055C	338453
Midland	70-055C	320577
Midland	70-055C	325753
Midland	70-055C	338445
Midland	70-055C	303384
Midland	70-0371A	33998
Midland	70-0375A	3960005
Midland	70-056A	256537
Midland	70-056A	324840
Midland	70-056A	288882

These Radios are obsolete radios from the 1980s and 1990s. The radios have no value and need to be discarded properly. Requesting permission to have radios deprogramed and destroyed by Scranton Radio Service of East Hampton, Connecticut.



Town of Colchester, Connecticut

95 Norwich Avenue, Colchester, Connecticut 06415

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

MEMORANDUM

To: Board of Selectmen

From: Patricia A. Watts, Director of Senior Services

Date: 12/20/17

Re: Contract with TVCCA for Senior Nutrition Site Server

TVCCA notified me in January, 2017 that they are no longer able to financially support providing a Senior Nutrition Site Server for the Colchester Senior Center. After discussion between the Director of Senior Services, the First Selectman and the CFO, it was decided that the Town of Colchester would contract with TVCCA to cover the labor/fringe costs of the Site Server. This was included and passed in the FY 2018 operational budget, in the amount of \$17,540.00 (line item #15401-44208). Enclosed, please find the contract from TVCCA for the Senior Nutrition Site Server at the Colchester Senior Center.

Recommended Motion

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

Respectfully Submitted,

Patty Watts

Patricia A. Watts



Memorandum of Agreement TVCCA Nutrition Services

Partner 1: **Thames Valley Council for Community Action, Inc.**
Partner 2: **Town of Colchester/Colchester Senior Center**
Agreement Period: **July 1, 2017 to June 30, 2018**

This Memorandum of Agreement (MOA) is entered into and made effective as of this **1st day of July 2017** (the “**Effective Date**”), by and between **Thames Valley Council for Community Action, Inc. (TVCCA)**, with administrative offices at One Sylvandale Road, Jewett City, CT 06351, and **Town of Colchester**, with administrative offices at 127 Norwich Avenue, Colchester, CT 06415, with respect to specified services to be provided for the **Colchester Senior Center** at 95 Norwich Avenue, Colchester, CT 06415.

I. Purpose and Background

This document outlines the mutually agreed upon responsibilities of **TVCCA** and **Town of Colchester/Colchester Senior Center** to cooperatively coordinate and arrange for a weekday, congregate lunch meal for senior citizens, providing nutrition and socialization to senior citizens living in the town of Colchester, CT, that together will make the partnership a success.

TVCCA is New London County’s private, 501(c)(3) non-profit Community Action Agency. Its mission is to improve the overall well-being of individuals and families in need within its service area by: fostering their self-esteem, respect, independence, confidence, personal growth and self-sufficiency; promoting community awareness, input and ownership of societal problems; and providing a broad spectrum of comprehensive, quality services. When incorporated in 1965, **TVCCA** operated one program – it now operates 28 programs that serve low-income, at risk individuals and families of all ages.

It is the mission of the **Town of Colchester’s Senior Services Department** to support older adults by providing programs and services designed to promote their independence, health, wellness and overall quality of life. The **Colchester Senior Center** is a community resource dedicated to engaging, enriching and empowering the lives of seniors.

TVCCA and **Town of Colchester/Colchester Senior Center** do mutually agree to the following:

II. Services

Provide all meal components and serve a weekday hot meal to residents 60 years and older.

A. **TVCCA agrees to provide the following:**

1. Be responsible for providing a nutritious congregate lunch meals and all necessary disposable ware (5) days per week (excluding federal holidays).
2. Employ and train a **TVCCA** staff member to heat and serve the meals in accordance with all local, state and federal regulations.
3. Be responsible for obtaining and managing the contract and billing with Senior Resources to ensure the service is available to seniors.

4. Secure and maintain all necessary licenses necessary to serve the congregate meal.

B. Town of Colchester/Colchester Senior Center agrees to provide the following:

1. Monetary reimbursement for the cost of the site server's wages and fringe costs.
2. Space, custodial services, equipment and facility maintenance, trash removal, heat and utilities.
3. Provide a comfortable dining area for meal service with tables and chairs to accommodate all seniors who wish to participate in the congregate lunch meal.

III. Period of Agreement

The Partners shall commence performance of this Agreement on the **1st day of July, 2017**, and shall continue performance through the **30th day of June, 2018**, unless otherwise specified.

IV. Contacts

Communications should be directed to the following contacts:

TVCCA Program/Activities

Maraiah Popeleski, RDN, Director
TVCCA Nutrition Services Program
860-934-1002
mpopeleski@tvcca.org

TVCCA Agreement

Dawn Cwynar, Executive Assistant to Deb Monahan
Thames Valley Council for Community Action, Inc.
860-425-6503
dcwynar@tvcca.org

Colchester Senior Center Program/Activities

Patricia A. Watts, Director of Senior Services
Colchester Senior Center
860-537-3911
pwatts@colchesterct.gov

Town of Colchester Agreement

Arthur Shilosky, First Selectman
Town of Colchester
860-537-7220
ashilosky@colchesterct.gov

V. Reporting

No reporting is required in execution of this Agreement.

VI. Payment for Services

- A. Payment Provisions: Colchester Senior Center agrees to pay TVCCA for the services provided and as described under this Agreement up to a maximum amount of **\$16,582.00** for serving staff as specified in Section II. Services for the entire Agreement period.
- B. Invoicing: TVCCA shall provide an invoice on a monthly basis to Colchester Senior Center.
- C. Payment Schedule: Payment shall be released by Colchester Senior Center within thirty (30) days of receipt of invoice.

VII. Terms and Conditions

A. Safeguarding Client Information:

Each Partner shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Agreement with all applicable federal and state law concerning confidentiality.

B. Reporting of Client Abuse or Neglect:

Each Partner shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).

C. Indemnification:

1. Each Partner shall indemnify, defend and hold harmless the other Partner, including its officers, representatives, agents, directors, employees, successors and assigns, from and against any and all claims, liabilities, actions, losses, costs, judgments, fines, amounts paid in settlement or expenses, including without limitation, any reasonable legal, accounting and other expenses of experts or third party professionals for defending any actions or threatened actions, including any appeals, arising from or proximately caused by any act or omission connected with the indemnifying Partner's obligations and performance pursuant to this Agreement.
2. Each Partner's indemnification obligations under this section are conditioned upon the indemnified Partner: (i) promptly notifying the indemnifying Partner of any claim in writing; (ii) cooperating with the indemnifying Partner in the defense of the claim; and (iii) granting the indemnifying Partner sole control of the defense or settlement of the claim.
3. This section is intended to survive the termination or expiration of this Agreement. The obligations contained herein are in no way limited, relieved or abated by reason of any insurance coverage, including as otherwise provided for in this Agreement.

D. Insurance:

Each Partner is responsible for maintaining, at its sole cost, adequate insurance providing coverage for any and all: (i) claims by its employees under workers' compensation and state disability acts; (ii) claims for damages due to bodily injury, sickness, disease, or death which arise out of its negligent acts or omissions; and (iii) claims for damages due to injury to or destruction of tangible or intangible property, including loss of use resulting therefrom, which arise out of its negligent acts or omissions.

E. Compliance with Law and Policy, Facility Standards and Licensing:

The Partners shall comply with all pertinent federal, state and local laws, OSHA regulations, local health reporting and licensing requirements and supply documentation of such compliance to the relevant Program/Activities Contact as is necessary.

F. Record Keeping and Access:

The Partners shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Agreement. These records shall be made available upon request for administrative review or audit by authorized representatives of the administering agency. **The Partners** shall retain all such records concerning this Agreement for a period of three (3) years and three (3) months after the end of the fiscal year to which they pertain.

G. Protection of Personal Information:

Each Partner shall implement and maintain electronic and physical data security practices for the protection of Personal Information.

H. Non-discrimination:

Colchester Senior Center in accordance with the legal, contractual and moral obligations recognized by and binding upon TVCCA, agrees and warrants that in the performance of the Agreement, it too is prohibited from discriminating or permitting discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

VIII. Agreement Amendment and Termination

- A. This Agreement will be reviewed and signed on an annual basis by both Partners. This Agreement may only be revised or otherwise altered in any respect upon mutual written agreement, signed by both Partners.
- B. This Agreement may be terminated by either Partner upon notice in writing at least 60 days prior to the date of termination.

In Witness Whereof, this Memorandum of Agreement was signed by both Partners and made effective as of the Effective Date.

Thames Valley Council for Community Action, Inc.

Town of Colchester/Colchester Senior Center

Deborah Monahan

12/14/17

Deborah Monahan
Executive Director

Date

Arthur Shilosky
First Selectman

Date



611 Industry Rd.
Louisville, KY 40208
Ph. (502) 637-2500
Fx. (866) 541-9389

Service Agreement

This agreement is made by and between "ZFX" and the client listed below hereinafter named "Client." Please read this agreement carefully as it represents all aspects and promises made to Client. ZFX will provide services based on the description in the Artistic Vision. Everything required including equipment and staff are listed. Terms and Conditions contain information regarding client responsibility for payment, travel expenses, shipping, insurance and other important items. It is your responsibility to read and understand them.

Company: Colchester Community Theatre
Contact: Rich Arsenault
Address: 127 Norwich Avenue,
Colchester, CT, 06415
Phone: (860)965-7708
Email: rich@richarsenault.com

Date: 12/12/2017
Valid Until: **1/5/2018**
Terms: See below
Producer: Jessica May
Contact Ph: (502) 637-2500 ext. 269

Artistic Vision:

Classic flying for the showing, including Glinda, Mrs. Gultch, the Wicked Witch, the Tin Man, and Nikko the Monkey.

Production Name		Load-In Date	Open	Close	Strike	
Wizard of Oz		2/5/2018	2/16/2018	2/18/2018	2/19/2018	
Item	Qty	Description				
1.	2	Manual Flying Track Systems				
2.	5	Harnesses				
3.	1	ZFX Flying Director on-site 3 days (2/5 - 2/7) for installation, choreography and training				
4.	ALL	FD airfare, rental car and meal per diem				
5.	1	Round-trip equipment shipping				
<i>(See Terms and Conditions on Pages 2 & 3 for additional financial responsibilities.)</i>				TOTAL (USD)	\$ 6,700.00	
Optional Items: Initial below if you would like us to ship and add these items to your final invoice. <i>(Many Optional Items are limited quantity, and subject to availability at time Contract is signed.)</i>				Additional Cost	Initial Here	
1.	Glinda Bubble (with safety harness and/or wrist loop)			\$ 200.00		
Contract Notes:						
This contract includes the cost of all Flying Director airfare, local transportation, meal per diem, and round-trip shipping of the equipment. The expense for						
1. Flying Director hotel accommodations is not included: Client will be responsible for directly booking/expensing and relaying to Flying Director, prior to arriving on-site.						
Other Important Dates						
Staff	Hotel Check-In	Hotel Check-Out	Days on Location	Payment Schedule	Amount (USD)	Due
1 ZFX FD	2/4/2018	2/8/2018	3	1st Payment:	\$ 3,350.00	1/5/2018
				Balance:	\$ 3,350.00	2/5/2018

Client Signature / Date _____ / _____

Terms & Conditions

1. Client Responsibility

Initial
Here

- a. Client is responsible for hotel reservations, minimum three star, with in-room high speed internet included, guaranteed late arrival and direct billing to Client (one room per ZFX Director).
- b. **IMPORTANT:** Unless contract specifies otherwise, final balance due for cost of services and all expenses to date must be presented to the Flying Director prior to installation of equipment. The ZFX Director will not load-in your show without payment in full.
- c. **DO NOT MAIL YOUR BALANCE DUE CHECK.** Please present it to your ZFX Director.

2. Indemnification and Insurance

Initial
Here

- a. If requested, ZFX agrees to add Client to its Commercial General Liability Insurance Policy as an additional insured, but only as respects to the operations and/or negligence of ZFX. A Certificate of Insurance reflecting this shall be provided to the Client upon request.
- b. Client expressly agrees to ensure that anyone utilizing the ZFX equipment is covered by Client's own Workers' Compensation Insurance, or Client's own liability insurance, whichever applies. Any release must include ZFX and its employees among those released from responsibility and liability. The client agrees to endorse, at their own expense, their General Liability policy to include ZFX, Inc. as an Additional Insured.
- c. Client agrees to defend, indemnify and hold harmless ZFX, Inc., its officers, agents, sub-contractors and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind of nature which ZFX, Inc., its officers, agents, sub-contractors and employees may sustain or incur or which may be imposed upon them for injury to or death of person or damage to property as a result of, arising out of, or in any manner relating to the use and operation of ZFX, Inc.'s Equipment under the terms of this Agreement, excepting only liability arising out of negligence or intentional wrongdoings by ZFX, Inc.
- d. ZFX, Inc. agrees to defend, indemnify and hold harmless Client, its officers, agents, sub-contractors and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind of nature which Client, its officers, agents, sub-contractors and employees may sustain or incur or which may be imposed upon them for injury to or death of person or damage to property as a result of, arising out of, or in any manner relating to the use and operation of ZFX, Inc.'s Equipment under the terms of this Agreement, excepting only liability arising out of negligence or intentional wrongdoings by Client.
- e. All individuals using the ZFX equipment must sign an indemnification form prior to the first flight.

3. Equipment Shipment and Return

Initial
Here

- a. Equipment is shipped ground freight and will be delivered directly to the performance venue. Once equipment is shipped, you will be notified of carrier and tracking information. Client will be given an approximate arrival date and is responsible for tracking such date through carrier. A Client representative must be present to accept the shipment. Any additional delivery charges due to non-acceptance of the equipment are the sole responsibility of the Client.
- b. The Client will accept the equipment as received and will be considered in good condition unless otherwise listed in writing and presented to the ZFX Director.
- c. Unless your Flying Director is staying on location during the run of the show or return arrangements have been made, the flying equipment must be taken down by the Client. The Flying Director will provide full removal instructions before leaving the venue. Unless ZFX receives a call from the Client, we will assume you have been properly trained for removal of equipment.
- d. The equipment must be returned in the same shipping method sent within two days of show closing (late fee will apply.) Client is responsible for any damage to the equipment during return shipping until it arrives at the ZFX warehouse.
- e. Upon return, if it is determined that the equipment has suffered more than expected wear and tear, repair charges will be assessed at the sole discretion of ZFX and the Client will be invoiced accordingly. If any items are lost or permanently damaged, Client will pay full replacement costs.

Client Signature / Date _____ / _____

4. Installation and Removal Requirements

Initial Here

- a. Technical worksheets and harness charts are due at least 30 days prior to load in. For signed contracts received less than 30 days prior to load in, technical worksheets are due two days after receipt of contract and harness charts are due seven days after receipt of contract. ZFX may assess a \$100 per day late fee for technical worksheets and/or harness charts received after due date. Equipment shipping costs may be increased as a result of late worksheets or harness charts; Client is responsible for all shipping costs. Client may be responsible for additional installation charges once technical worksheet has been received.
- b. For safety reasons, flying performers in excess of 225 lbs may require custom harnesses and additional flying equipment. This could result in additional costs. Please notify your Flying Producer immediately if you have a flying performer who exceeds this threshold.
- c. Any charges for overnight harness shipments due to late harness charts are the sole responsibility of Client.
- d. Client is responsible for providing a minimum of one person per travel line and one person per lift line (heavier loads may require two people per lift line.) All operators must be at all rehearsals.
- e. Client must provide a minimum of four capable people to assist with load-in. If sufficient personnel are not provided for load-in and strike, Client will incur an additional charge of \$1,000 per day delayed, due immediately upon invoicing. ZFX is not responsible for venue overtime fees for extended installation and removal time due to lack of personnel assistance.
- f. Client must provide access (lift or otherwise) to the structure from which ZFX will hang the flying equipment.
- g. For productions using Automated/Motorized Equipment, Client must provide appropriate, convenient electrical power tie-in to a 208-240v 3-phase power source, with an allotment of 30 amps per hoist. For rentals of 3 or more hoists, ZFX will provide a CAM-lok distro free of charge. For rentals of fewer than 3 hoists, Client is responsible for providing an alternative to CAM-lok style power tie in. Acceptable alternative methods include: a 30 Amp cable tail from the power source with a ZFX approved L21-30 or Hubbel 50amp twistlock connector; a 30 Amp tail (with a female plug) from the power source and a matching male plug to be given to ZFX at installation; a fused disconnect in an accessible panel. If the client is unable to provide an alternate tie-in method, an additional \$150 per week rental charge will apply for a ZFX provided CAM-lok power distro.
- h. Client will ensure the facility is safe to install and operate the illusion and equipment. ZFX has the final say whether a facility is safe to rig. If ZFX deems the facility unsafe once on location, Client is responsible for 50% payment and all expenses to date.

5. Other Important Information

Initial Here

- a. Title page and bio program credit and/or scrolling video credit are required in legible font to read "Flying Effects provided by ZFX, Inc." Client is subject to a \$500 penalty charge if program credit is not provided. Any advertising or poster publicity must mention ZFX with the same wording.
- b. Videotaping or photographing of the operation and design of harness and/or equipment is strictly prohibited without prior approval of ZFX.
- c. ZFX has the right to enter the venue at anytime to remove the equipment due to non-payment. Client is not authorized to utilize the ZFX equipment any longer than contracted unless prior authorization and additional payment in full has been received. No one other than a ZFX representative is authorized to alter or modify the ZFX equipment or harnesses. Any unapproved modifications will be invoiced to the Client at the full discretion of ZFX.
- d. Cancellations must be received 45 days prior to load-in date. Booking deposits are non-refundable. In the event of a cancellation, Client is responsible for all expenses to date including airline reservations, freight costs and any custom equipment that has been produced specifically for this production. This applies also to "Optional Items" selected on page 1 of this Agreement. In the event of a Client request to amend or remove "Optional Items" previously selected, if within 45 days of load-in ZFX reserves the right to invoice Client for the full amount of the limited availability item, as it was reserved for this production and therefore unrentable to another production.
- e. The signatures of both parties here below signify mutual agreement to all the terms herein. I have read each section thoroughly and my initials indicate that I understand and agree in full. **Furthermore, I acknowledge I am an officer of my organization with appropriate authorities to enter into this Agreement on behalf of my organization, and that in the event I do not have proper authorities, I am personally accepting the responsibilities and liabilities in this Agreement.** This agreement shall be construed to be in accordance with and governed by the laws of the Commonwealth of Kentucky.

Client Authorized Officer Printed Name

Title

Client Authorized Officer Signature

Date

ZFX Authorized Printed Name

Title

ZFX Authorized Signature

Date

CERTIFICATE OF ADOPTION
TOWN OF COLCHESTER BOARD OF SELECTMEN

A RESOLUTION ADOPTING THE HAZARD MITIGATION PLAN UPDATE, 2017

WHEREAS, the Town of Colchester has historically experienced severe damage from natural hazards and it continues to be vulnerable to the effects of those natural hazards profiled in the plan (e.g. *flooding, high wind, thunderstorms, winter storms, earthquakes, dam failure, and wildfires*), resulting in loss of property and life, economic hardship, and threats to public health and safety; and

WHEREAS, the Colchester Board of Selectmen approved the previous version of the Plan in 2012; and

WHEREAS, the Southeastern Connecticut Council of Governments, of whom the Town of Colchester is a member, has developed and received conditional approval from the Federal Emergency Management Agency (FEMA) for its Hazard Mitigation Plan Update, 2017 under the requirements of 44 CFR 201.6; and

WHEREAS, committee meetings were held and public input was sought in 2016 and 2017 regarding the development and review of the Hazard Mitigation Plan Update, 2017; and

WHEREAS, the Plan specifically addresses hazard mitigation strategies and Plan maintenance procedures for the Town of Colchester; and

WHEREAS, the Plan recommends several hazard mitigation actions that will provide mitigation for specific natural hazards that impact the Town of Colchester, with the effect of protecting people and property from loss associated with those hazards; and

WHEREAS, adoption of this Plan will make the Town of Colchester eligible for funding to alleviate the impacts of future hazards; now therefore be it

RESOLVED by the Board of Selectmen:

1. The Plan is hereby adopted as an official plan of the Town of Colchester;
2. The respective officials identified in the mitigation strategy of the Plan are hereby directed to pursue implementation of the recommended actions assigned to them;
3. Future revisions and Plan maintenance required by 44 CFR 201.6 and FEMA are hereby adopted as a part of this resolution for a period of five (5) years from the date of this resolution.
4. An annual report on the progress of the implementation elements of the Plan shall be presented to the Board of Selectmen.

Adopted this _____ day of _____, 201_ by the Board of Selectmen of Colchester, Connecticut

First Selectman

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Town of Colchester this _____ day of _____, 201_.

Town Clerk