

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Agenda
Thursday, May 20, 2010
Colchester Town Hall**

Meeting Room 1 – 7:00 pm

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the May 6, 2010 Board of Selectmen Regular Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Police Commission (to fill vacancy left by resignation of Anthony J. Camilleri, Jr. for a term to expire 11/30/2011) Frank Jackter to be interviewed.
 - b. Police Commission (to fill vacancy left by resignation of Anthony J. Camilleri, Jr. for a term to expire 11/30/2011) Patrick W. Mickens, Sr. to be interviewed.
 - c. Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Jim Maffuid to be interviewed.
 - d. Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Jean Amara to be interviewed.
 - e. Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). John Carroll to be interviewed.
 - f. Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Mary Lynn Burke was interviewed on 05/06/10. Discussion and action on Mary Lynn Burke for possible appointment to Health District Task Force.

- g. Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Sharon Laliberte was interviewed on 05/06/10. Discussion and action on Sharon Laliberte for possible appointment to Health District Task Force.
 - h. Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Blyse Soby was interviewed on 05/06/10. Discussion and action on Blyse Soby for possible appointment to Health District Task Force.
 - i. Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Keri Shkutzko interviewed was interviewed on 05/06/10. Discussion and action on Keri Shkutzko for possible appointment to Health District Task Force.
 - j. Economic Development Commission (member appointment for a new term previously held by Cathy Pompei to expire 10/31/2014). Christopher J. Rowlins was interviewed on 04/01/2010. Discussion and action on Christopher J. Rowlins for filling vacancy.
 - k. Economic Development Commission (member appointment for a new term previously held by Cathy Pompei to expire 10/31/2014). William DiCioccio was interviewed on 02/04/2010. Discussion and action on William DiCioccio for filling vacancy.
- 6. Budget Transfer –
 - 7. Tax Refunds & Rebates
 - 8. Discussion and Possible Action on Replacement of Town Hall Photocopiers
 - 9. Discussion and Possible Action on the Federal Adult Employment Program
 - 10. Discussion and Possible Action on the Preventative Health Block Grant
 - 11. Discussion and Possible Action on Caverly Mill Road Right-of-Way
 - 12. Citizen's Comments
 - 13. First Selectman's Report
 - 14. Liaison Report
 - 15. Adjourn

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Minutes
Thursday, May 6, 2010
Colchester Town Hall**

NANCY A. BRAY
TOWN CLERK

2010 MAY 10 PM 2:55

RECEIVED
COLCHESTER, CT

REVISED

Meeting Room 1 – 7:00 pm

MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman Greg Cordova, Selectman Rosemary Coyle, Selectman James Ford, and Selectman Stan Soby.

MEMBERS ABSENT:

OTHERS PRESENT: Derrik Kennedy, Tim York, Sal Tassone, Nancy Bray, Ryan Blessing, Katy Naly, and other citizens.

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:00 p.m.
2. **Additions to the Agenda**
R. Coyle moved to add #6d "Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Sharon Laliberte to be interviewed", #6e "Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Blyse Soby to be interviewed", #6f "Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Keri Shkutzko to be interviewed", #6g "Discussion and Possible Action on Liaison to the Health District Task Force", and a new #19 "Discussion and Possible Action on Memorandum of Agreement with Colchester Firefighters, Local 3831, IAFF, AFL-CIO" and renumber accordingly, S. Soby seconded. Unanimously approved. MOTION CARRIED.
3. **Approve Minutes of the April 15, 2010 Board of Selectmen Regular Meeting**
R. Coyle moved to approve the minutes of the April 15, 2010 Board of Selectmen Regular Meeting, S. Soby seconded. G. Cordova abstained. Unanimously approved. MOTION CARRIED.
4. **Approve Minutes of the April 27, 2010 Board of Selectmen Special Meeting**
R. Coyle moved to approve the minutes of the April 27, 2010 Board of Selectmen Special Meeting, S. Soby seconded. Unanimously approved. MOTION CARRIED.
5. **Citizen's Comments**
Stephen Fedus commented regarding the increases in building and zoning fees.
6. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations** S. Soby recused himself from all interviews.

- a. **Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Jean Amara to be interviewed.** Jean Amara was not present.
 - b. **Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). John Carroll to be interviewed.** John Carroll was not present.
 - c. **Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Mary Lynn Burke to be interviewed.** Mary Lynn Burke was interviewed.
 - d. **Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Sharon Laliberte to be interviewed.** Sharon Laliberte was interviewed.
 - e. **Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Blyse Soby to be interviewed.** Blyse Soby was interviewed.
 - f. **Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Keri Shkutzko to be interviewed.** Keri Shkutzko was interviewed.
 - g. **Discussion and Possible Action on Liaison to the Health District Task Force.** R. Coyle Moved to appoint J. Ford as liaison to the Health District Task Force, S. Soby seconded. Unanimously approved. MOTION CARRIED.
7. **Budget Transfers**
R. Coyle moved to approve the budget transfer of \$1,800 from "Other Purchased Supplies (12202-42340)" to "Professional Services (13201-44208)," for reason as noted on the attached transfer form, and to authorize the First Selectman to sign all necessary documents, G. Cordova seconded. Unanimously approved. MOTION CARRIED. S. Soby moved to approve the budget transfer of \$325 from "Highway Telephone (13201-45216)" to "Fleet Maintenance Telephone (13202-45216)," and to authorize the First Selectman to sign all necessary documents, G. Cordova seconded. Unanimously approved. MOTION CARRIED.
8. **Tax Refunds & Rebates**
R. Coyle moved to approve tax refunds in the amount of \$17.97 to Sherry Borgeson, \$39.51 to Maureen Reagan & Donna Faragosa, \$24.55 to Travis Carpenter, \$718.96 to Thomas & Nicole Brown, \$6.00 to Matthew Ryan, \$6.85 to Janet Swider, and \$43.15 to John Dalamagas, G. Cordova seconded. Unanimously approved. MOTION CARRIED.
9. **Discussion and Possible Action on Reappointment of Reed Gustafson as the Emergency Management Director (term to expire on 05/06/11)**
S. Soby moved to appoint Reed Gustafson as Emergency Management Director for the Town of Colchester for a one-year term to expire 05/06/2011, R. Coyle seconded. Unanimously approved. MOTION CARRIED.
10. **Discussion and Possible Action on Contract for Portal Services**
Board took no action.
11. **Discussion and Possible Action on Organ Donor Week Flag Raising**
Board took no action.
12. **Discussion and Possible Action on Waiving Planning & Zoning Filing Fee for the Commercial Development between Parum Road and Route 2**
Board took no action.

13. Discussion and Possible Action on Acquisition of Kabara Parcel

Consensus of Board to move forward with survey and acquisition process.

14. Discussion and Possible Action Salt Purchase Order

S. Soby moved to authorize the submittal of a contractual purchase order to the Connecticut Department of Transportation for winter rock salt and to authorize the First Selectman to sign all necessary documents, R. Coyle seconded. Unanimously approved. MOTION CARRIED.

15. Discussion and Possible Action on Approving Declaration of Preservation Restrictions Grant

R. Coyle moved to proceed with the declaration of preservation restrictions grant and to authorize the First Selectman to sign all necessary documents, S. Soby seconded. Unanimously approved. MOTION CARRIED.

16. Discussion and Possible Action on Childhood Lead Poisoning Grant

G. Cordova moved to proceed with the lead poisoning prevention and control program LHD fiscal assistance grant and to authorize the First Selectman to sign all necessary documents, J. Ford seconded. Unanimously approved. MOTION CARRIED.

17. Discussion and Possible Action on Parking Lot Funding

R. Coyle moved to permit the Planning, Engineering, and Public Works staff to develop a proposal to The Long Island Sound Futures Fund for the amount of \$57,000 to reconstruct the eastern town hall parking lot using porous materials and to authorize the First Selectman to sign all necessary documents, S. Soby seconded. Unanimously approved. MOTION CARRIED.

First Selectman G. Schuster presented to Town Engineer Sal Tassone a certificate of appreciation for his twenty years of service to the Town of Colchester.

18. Discussion and Possible Action on Award of Dog Park Fencing Contract

Keith Kelly (Chair of Colchester Dog Park Committee) presented to the Board. S. Soby moved to award the Dog Park fencing contract to Fence Man & Sons of Colchester as outlined in their proposal in response to the request for proposal and to authorize the First Selectman to sign all necessary documents, R. Coyle seconded. Unanimously approved. MOTION CARRIED.

19. Discussion and Possible Action on Memorandum of Agreement with Colchester Firefighters, Local 3831, IAFF, AFL-CIO

R. Coyle moved to approve the Memorandum of Agreement with Colchester Firefighters, Local 3831, IAFF, AFL-CIO and to authorize the First Selectman to sign all necessary documents, G. Cordova seconded. Unanimously approved. MOTION CARRIED.

20. Citizen's Comments None.

21. First Selectman's Report

State budget has passed, which includes a 0.9% increase in spending over previous year with municipal aid flat funded. Conveyance Tax has been allowed to sunset costing the Town close to \$15,000 in revenue. FEMA will be in Town next week to take residential and business accounts of storm damage for an appeal to the denial of assistance from the Federal government. The Library union has agreed to a concession.

22. Liaison Report

G. Cordova commented on the Youth Services Bureau. S. Soby commented on the Police Commission and the Planning & Zoning Commission.

23. Executive Session to Discuss Facility Security

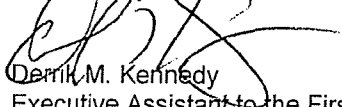
G. Cordova moved to enter into executive session to discuss facility security at 8:41pm and to invite Derrick Kennedy into discussions, J. Ford seconded. Unanimously approved. MOTION CARRIED.

The Board of Selectmen returned to open session at 8:49pm.

24. Adjourn

G. Cordova moved to adjourn at 8:49pm, R. Coyle seconded. Unanimously approved. MOTION CARRIED.

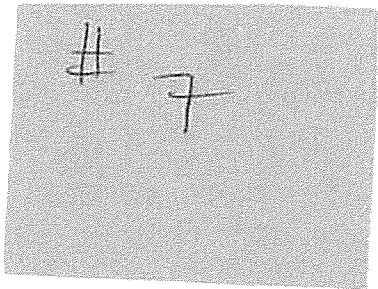
Respectfully submitted,



Derrick M. Kennedy
Executive Assistant to the First Selectman

Attachments:

- Budget transfers
- Salt Purchase Order
- Declaration of Preservation Restrictions Grant
- Parking Lot Funding
- Dog Park Fencing Contract
- Memorandum of Agreement with Colchester Firefighters, Local 3831, IAFF, AFL-CIO



Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Highway

Reason for Request: Funds Needed for Tree Removal/Subcontractor for Road Reconstruction Due to Heavy Rain

Reason for Available Funds: No Funds Available in Professional Services Line Item; Imperative for Public Safety.

| From: | Account Number | Account Name | Amount |
|-------|----------------|--------------------------|--------|
| | 13201-42340 | Other Purchased Supplies | 1,800 |
| | | | |
| | | | |

| | | | |
|-----|-------------|-----------------------|-------|
| To: | 13201-44208 | Professional Services | 1,800 |
| | | | |
| | | | |

| | |
|----------------|-----------------------------------|
| Apr 22, 2010 | <u>[Signature]</u> |
| Date Requested | Department Director or Supervisor |
| 4/28/10 | <u>[Signature]</u> |
| Date Reviewed | Chief Financial Officer |
| | |
| Date Approved | First Selectman |
| | |
| Date Approved | Board of Selectmen Clerk |
| | |
| Date Approved | Board of Finance Clerk |

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Highway/Fleet Maintenance

Reason for Request: Consolidation of Highway and Fleet Maintenance phone system billing is \$27 month more than estimated.

Reason for Available Funds: Consolidation of Highway and Fleet Maintenance phone system billing-costs (approx. \$65 per month) no longer charged to Highway, \$38 overall savings.

| From: | Account Number | Account Name | Amount |
|-------|----------------|-----------------------------|--------|
| | 13201-45216 | Highway Telephone | 325 |
| | | | |
| | | | |
| To: | 13202-45216 | Fleet Maintenance Telephone | 325 |
| | | | |
| | | | |

May 3, 2010

Date Requested



Department Director or Supervisor - Signature

Print Name

Mark Decker

8/3/10

Date Reviewed


Chief Financial Officer

Date Approved

First Selectman


Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Memo

To: Gregg Schuster
From: Mark Decker 
CC: Derrik Kennedy
Date: 4/19/2010
Re: Salt Purchase Order

This memorandum is a request for the First Selectman to authorize submittal of a contractual purchase order to the Ct. DOT for winter rock salt. This is a standard process we follow annually with the Department of Administrative Services (DAS) and the Department of Transportation (DOT).

The DAS annually issues a questionnaire to municipalities prior to going to bid for supply and delivery of rock salt for snow and ice control. They use this information to establish quantities included in the bid documents. By submitting this contractual purchase order, the Town is committing to purchase at least 100 tons of white rock salt at the contract price (to be determined based on the selected bid). The white rock salt is used predominately in the parking lots and drive isles in the public parking areas around Cragin Library and the access road adjacent to Noel's Plaza as well as in the school properties. The approximate expense associated with this contractual purchase order is \$7,500 (for the 100 tons). The actual expense will depend on the quantity of material purchased and the bid price and is included in the Snow Removal budget.

This purchase order for white rock salt is not applicable to the purchase of treated road salt, which is the predominant product used by the Town. The State does not offer a bid for treated road salt as they do not use this product for their snow and ice control services.

**The Department of Administrative Services (DAS) & Department of Transportation (ConnDOT)
Winter Season 2010/11 Road Salt Requirement Form – 1st Request – 04/01/10**

URGENT – PARTICIPATION DEADLINE – JUNE 1, 2010

The 2009/10 Salt Contracts are scheduled to expire on June 30, 2010. To include your municipality in the State of Connecticut's contract for **Road Salt** for the 2010/11 Winter Season, please CAREFULLY read the following and provide the information as requested:

DO NOT WISH TO PARTICIPATE IN THE 10/11 STATE SALT CONTRACT

By SIGNING this form you are committing or binding your municipality to the following:

- **ISSUE A PURCHASE ORDER for 100%** of the yearly estimated quantity from the contract vendor on or before NOVEMBER 1, 2010.
- **GUARANTEE to purchase 50%** of the 100% yearly estimated quantity for the contract period.
- **AGREE** that "with respect to matters not specifically addressed by other terms of the contract, DAS may, in its sole discretion, handle and resolve any dispute or problem concerning the vendor's performance if it affects any or all municipalities, as it affects the contract"

Failure to properly execute this form and process it in the time period noted below will exclude your municipality from the road salt contract benefits such as contract prices, additional tonnage over purchase order quantities, product testing, deficient quality penalty applications, performance bond, delivery requirements, etc. Awarded vendors will NOT BE REQUIRED to supply any non-participating municipality.

Mark Decker - Public Works Director
127 Norwich Avenue
Suite 201

TOWN NAME: Colchester, CT 06415

1. **ESTIMATED ANNUAL PURCHASE REQUIREMENT:** 200 Tons
(Suggested projection methodology: ten (10) year average annual usage minus current balance on hand. You will be required to issue a purchase order in the entire amount to the contracted vendor by November 1, 2010)
2. **CONTRACTUAL PURCHASE GUARANTEE:** 100 Tons
(This is 50% of the quantity listed in Item #1 above and IS A REQUIREMENT to participate in this contract)
3. **STOCKPILE LOCATION / CAPACITY (delivery location for bulk road salt and maximum storage capacity)**
Address: 300 Old Hartford Road S. Town: Colchester Capacity: 400 Tons
Address: _____ Town: _____ Capacity: _____ Tons
4. **CONTACT PERSON at the Stockpile: (Person at Town to schedule deliveries and handle operational issues)**
Name: Kevin Kelly Title: Highway Supervisor
Please print
Telephone No: (860) 537 1086 Fax: 888 768 6093
5. **AUTHORIZED SIGNATURE by TOWN OFFICIAL binding your municipality to all conditions contained herein**
Signature: _____ Title: _____ Date: _____

Department of Administrative Services Contact - Ms. Susan Thomas – 860-713-5091 (fax: 860-622-2939)
Department of Transportation Contact - Ms. Charlesina Ball – 860-594-2267 (fax: 860-594-2260)

**TO PARTICIPATE IN THE STATE SALT CONTRACT PLEASE PROPERLY COMPLETE AND RETURN TO
CHARLESINA BALL at ConnDOT
NO LATER THAN JUNE 1, 2010 via FAX @ 860-594-2260 or Mail to
2800 Berlin Turnpike, Room 2416, Newington, CT 06111
NO EXCEPTIONS**

*Anyone within a municipality receiving this form should immediately route it to the appropriate person.
The State of Connecticut WILL NOT BE RESPONSIBLE if document is not properly routed within a municipality.*

Code Adminis

15

Memo

To: Board of Selectman
From: Timothy E. York *TEY*
CC: Gregg Schuster-First Selectman
Date: 4/26/2010
Re: Declaration of Preservation Restrictions

Members of the Board of Selectman

We are in the process of completing all of the required paper work to the State in order to receive final payment in the amount of \$50,000. In order to apply for the monies we must complete this Declaration of Preservation Restrictions, that must be executed by the Board of Selectman, the Attorney Generals Office, and the Connecticut Commission on Culture and Tourism then filed on the Colchester land records.

**EASEMENTS, DECLARATION OF COVENANTS, AND DECLARATION OF
PRESERVATION RESTRICTIONS**

This grant of Easements, Declaration of Covenants, and Declaration of Preservation Restrictions, executed the 6th day of May, 2010 by the Town of Colchester (hereinafter referred to as Grantor”) and in favor of the STATE OF CONNECTICUT (hereinafter referred to as “Grantee”), acting by the CONNECTICUT COMMISSION ON CULTURE AND TOURISM, an agency of the State of Connecticut having its offices at One Constitution Plaza, 2nd Floor, Hartford, Connecticut 06103.

WITNESSETH THAT,

WHEREAS, the Grantee has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of buildings, structures, objects, districts, areas and sites significant to the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation, and in particular the Grantee has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of the site and improvements thereon (hereinafter referred to cumulatively as the “Property”) which are described in Exhibits A and B hereof, together with any further exhibits to which Exhibit B may refer, attached thereto and made a part hereof, which site and improvements are hereby declared to be significant in the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation; and

WHEREAS, the Grantee wishes to protect and further such interest by acquiring legally enforceable rights, running with the land, to ensure that the Grantor and its successors in title to the Property use and maintain said Property in a way which will advance and further such interest; and

WHEREAS, the Grantor likewise has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of the Property, which the Grantor acknowledges to be significant to the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation; and

WHEREAS, the Grantor has represented itself as the owner in fee simple of the Property subject only to the encumbrances recited in Exhibit A hereof; and

WHEREAS, the Grantor wishes to impose certain limitations, restrictions, obligations and duties upon itself as the owner of the Property and on the successors to its right, title or interest thereon, with respect to maintenance, protection, preservation, restoration, stabilization and adaptive use of said Property in order to protect the historical, architectural, archaeological and cultural qualities of the Property; and

WHEREAS, the grant of easements in gross from the Grantor, its heirs, successors and assigns to the Grantee, and the declaration of covenants and preservation restrictions by the Grantor on behalf of itself, its heirs, successors and assigns in favor of the Grantee, its successors and assigns, will assist, advance and protect the interests recited above; and

WHEREAS, among the purposes of this instrument is the purpose of the Grantor to guarantee the

preservation of the historical and architectural qualities of the Property, as provided in Section 10-321b(b) of the Connecticut General Statutes and as set forth in Section 10-321b(c) of said Statutes, and to impose on the Property "preservation restrictions" as that term is used in Section 47-42a(b) of the Connecticut General Statutes;

NOW, THEREFORE, the Grantor, declaring its intention that it, its heirs, successors and assigns be legally bound hereby, in favor of the Grantee, its successors and assigns, and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell and confirm to said Grantee, its successor's and assigns forever, easements in gross and the benefit of covenants, preservation restrictions and obligations (all as more particularly described herein and in Exhibit B hereof, together with any further exhibits to which Exhibit B may refer, attached hereto and made a part hereof) in and to the Property. The easements, covenants, preservation restrictions, and obligations herein described shall constitute binding restrictions, servitudes and obligations upon the Property of the said Grantor and upon the Grantor and its successors in title and interest for the benefit of the Grantee, its successors and assigns; and to that end the Grantor hereby grants and covenants as follows on behalf of itself, its heirs, successors and assigns, jointly and severally, to and for the benefit of the Grantee, its successors and assigns, it being the intent of the Grantor and Grantee that said grants and covenants shall run as a binding servitude with the land:

1. The Grantor agrees to assume and pay the total costs of the continued maintenance, good and sound repair, and administration of the Property, whether now existing or henceforth constructed, so as to preserve and maintain the historical, architectural, archaeological and cultural qualities of the same for a period of 10 years in a manner satisfactory to the Grantee, its successors and assigns. For this purpose, the historical, architectural, archaeological and cultural qualities of the Property shall be deemed to be those qualities described in Exhibits A and B hereof.

2. Without express prior written permission of the Grantee, signed by its duly authorized representative, or the express written permission of the Grantee's successors or assigns, signed by their duly authorized representative or representatives, no building or other structure or improvement shall be built or maintained on the Property site other than those buildings, structures and improvements which are as of this date located on the site, as shown in Exhibits A and B hereof, together with any further exhibits to which Exhibits A and B may refer, attached hereto and made a part hereof; and no alteration or any other thing shall be undertaken or permitted to be undertaken on said site which would affect more than marginally and insignificantly the appearance or the historical, architectural, archaeological and cultural qualities of the Property; PROVIDED, HOWEVER, that the maintenance, repair and preservation of the Property may be made without the written permission of the Grantee or its successors or assigns, and PROVIDED FURTHER,

HOWEVER, that the Grantor may and shall, at its own expense, restore the existing buildings, structures and improvements on the Property site as provided in Exhibit B hereof, together with any further exhibits to which Exhibit B may refer, attached hereto. The express prior written permission of the Grantee or its successors or assigns as provided in this Section 2 shall not be unreasonably withheld. Upon written request for such permission submitted via certified mail, return receipt requested by the then owner or owners of the Property site and the buildings, structures and improvements

thereon, the Grantee, or its successors or assigns, shall act upon such request within ninety days of the receipt thereof, and if such request for permission is not denied in writing mailed to the said requesters at the address or addresses set forth in the request within said ninety days, such request shall be deemed approved and such permission shall be deemed granted.

3. The Property shall not be subdivided.

4. Representatives of the Grantee may inspect the Property at reasonable intervals upon reasonable notice to the possessor thereof in order to determine whether or not the covenants, restrictions, agreements and obligations recited herein are being adhered to and observed.

5. In the event of the nonperformance or violation of any duties of the Grantor, its successors, heirs or assigns, under any easement, covenant or preservation restriction provided herein, the Grantee may sue for money damages. In addition, the Grantee may institute suit to enjoin such violation and to require the restoration of the Property site, buildings, structures, or improvements thereon to the condition required by this instrument and the attachments hereto. In addition, representatives of the Grantee may do whatever is reasonably necessary, including entering upon the Property, in order to correct any such nonperformance or violation, and the Grantee may then recover the cost of said correction from the then owner or owners of the Property, site, buildings, structures and improvements. Should the Grantee resort to any of the remedies set forth in this paragraph, it may recover from the legally responsible parties all costs and expenses incurred in connection with such remedies including, but not limited to, court costs and reasonable attorney's fees.

6. The Grantee may assign the benefit of the easements, covenants, restrictions, obligations and duties set forth in this instrument to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of buildings, structures and sites significant in the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation, and such assignee may act under this instrument in the same way that the Grantee would have acted, and such assignee shall have a like power of assignment.

7. Without the express prior written permission of the Grantee, its successors or Assigns, the Property shall be used for the following purposes and no other

Historical firehouse, municipal services, social services and economic development

The procedure for the requesting and granting of such express prior written permission under this section 7 shall be the same as that set forth in Section 2 of this instrument and such permission shall not be unreasonably withheld.

8. The Grantor covenants for itself, its heirs, successors and assigns that the Property Shall be open to the public for viewing of its exterior and interior(s) at least twelve days a year on an equitably spaced basis between the hours of [11:00 am and 1:00 pm] and at other times by appointment. The Grantor shall publish notices, giving dates and times

when the Property will be open to the public, in newspapers of general circulation in the community or area in which the Property is located. Documentation of such notices will be furnished annually to the State Historic Preservation Officer during the term of this covenant, easement and preservation agreement. No charges shall be made for the privilege of such viewing except to the extent that such charges have been approved in advance and in writing by the duly authorized representative or representatives of the Grantee. The procedure for submitting and responding to any request to the Grantee or its successors or assigns for permission to make such charges (which request shall include a proposed schedule of such charges) shall be the same as the procedure set in Section 2 of this instrument.

9. The Grantor, its heirs, successors and assigns, shall maintain for the Property such public liability and fire and extended coverage insurance, and flood insurance if the same is available, as shall, from time to time, be required by the Grantee, its successors or assigns, and shall provide them with satisfactory evidence of such insurance. It is contemplated by the parties hereto that the proceeds of such fire and extended coverage and flood insurance shall be used to repair and restore the Property site, buildings, structures and improvements should they be damaged or destroyed by any peril which the Grantor, its successors, heirs and assigns are required to insure against or which they have insured against. To the extent that the Property is destroyed or damaged by any casualty which the Grantor or its heirs, successors or damaged by any casualty which the Grantor or its heirs, successors or assigns are not required to insure against and have not insured against, the Grantee, its successors and assigns shall have none of the remedies set forth out in Section 5 of this instrument for failure to repair such damages. The Grantor, its heirs, successors and assigns shall also maintain sufficient liability insurance to render the Grantee, its successors and assigns, harmless in any action arising from the acquisition, restoration, operation, maintenance, alteration or demolition of the Property or any portion of the Property, and shall provide them with satisfactory evidence of said insurance.

10. The Grantor warrants and represents that it is the owner in fee simple of the Property and all appurtenances thereto, and no other person or entity has any Interest therein, except as set forth in Exhibit A hereof.

11. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)] and Section 504 of the Rehabilitation Act of 1973 [29 USC Section 794]. These laws prohibit discrimination on the basis of race, religion, national origin, or handicap. In implementing public access, reasonable accommodation to qualified handicapped persons shall be made in consultation with the Grantee. The Grantor, its heirs, successors and assigns agree that discrimination on the basis of race, color, national origin or disability will not occur in implementing public access provisions in accordance with 43 CFR 17.260.

12. The Grantor agrees and covenants that the provisions of this instrument will be inserted by it into any subsequent deed or instrument of conveyance whereby it transfers title to or any interest in the Property or any portion of the Property.

13. Wherever the context of this instrument would reasonably be deemed to so require, any gender shall include any other gender, the plural shall include the plural.

14. The rights, remedies, privileges, duties and obligations of this instrument shall inure to the benefit of, and be binding upon, as the case may be, the heirs, successors and assigns of the Grantor and Grantee, and the duties set forth herein shall run with the land, except that the provisions of the first sentence of the second paragraph of Section 2 shall not run with the land.

15. The easements, covenants and restrictions set forth herein shall terminate 10 years from the date of this instrument, but such termination shall not affect rights accrued under this instrument prior to such termination.

Signed, sealed and delivered

In the presence of:

Grantor Name:

Witness

By: _____
Name

Name:

Title:

Witness

Name:

STATE OF CONNECTICUT)

) ss.

COUNTY OF HARTFORD)

On this _____ day of _____, _____, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of _____ and that she/he, as such _____, being authorized so to do, executed the foregoing instrument for the _____, by signing the name of the corporation as such _____.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court/Notary Public

STATE OF CONNECTICUT BY THE
CONNECTICUT COMMISSION ON
CULTURE AND TOURISM

Witness
Name:

By: _____
Name/Title: Karen Senich
Executive Director

Witness
Name:

STATE OF CONNECTICUT)
) ss. City of Hartford
COUNTY OF HARTFORD)

On this _____ day of _____, _____, before me, the undersigned
officer, personally appeared Karen Senich, who acknowledged that she is the Executive
Director of the CONNECTICUT COMMISSION ON CULTURE AND TOURISM and that she, as
Such Executive Director, being authorized so to do, executed the foregoing instrument for the
State of Connecticut by signing her name as such Executive Director.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND.

Commissioner of the Superior Court
Name

EXHIBIT A

Exhibit A to an instrument entitled: EASEMENTS, DECLARATION OF COVENANTS, DECLARATION OF PRESERVATION RESTRICTIONS, executed on the 6th day of May, 2010 by the Town of Colchester and the STATE OF CONNECTICUT, acting by the CONNECTICUT COMMISSION ON CULTURE AND TOURISM and made a part thereof.

The property encompassed by the term of this Preservation Restriction includes all the land with the buildings, structures and appurtenances thereon commonly known as

Commonly known as the Historic Colchester Hayward Fire House

"As that certain piece or parcel of land, together with the buildings and improvements located thereon, situated in the Town of Colchester., County of New London and the State of Connecticut, bounded: Commencing on the west side of the side-walk at a point thirty-three (33) feet south of the south cellar wall of the building formerly occupied by Earl R. Holmes as a drugstore and offices;

NORTHERLY: running northerly by the west side of said side-walk to a point fifteen (15) feet north of the north cellar wall of said building

EASTERLY: easterly in a straight line to the point of beginning; excepting the right of way to the Old Burying Grounds.

SOUTHERLY: southerly to a point thirty-three (33) feet south of the south cellar wall of said building

WESTERLY: westerly to the Old Burying Grounds.

SUBJECT TO:

As recorded in Volume 119, Page739 of the Colchester Land Records.

EXHIBIT B

Exhibit B to an instrument entitled: EASEMENTS, DECLARATION OF COVENANTS, DECLARATION OF PRESERVATION RESTRICTIONS, executed on the 6th day of May 2010, by the Town of Colchester and the STATE OF CONNECTICUT, acting by the CONNECTICUT COMMISSION ON CULTURE AND TOURISM and made a part thereof.

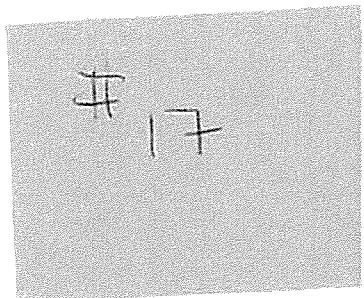
MAINTENANCE STANDARDS FOR The Historic Colchester Hayward Fire House

The historic exterior dimensions of the structure were not altered. The existing wall, floor and roof framing was retained. Using infill foundation walls and infill framing, portions of the north, east and south walls were re-created.

The existing siding and trim at the upper levels of the east and west walls were retained; where required, new wood siding and trim matched existing materials. New prefinished wood windows and new doors emulated the originals as shown in the historic photograph, which guided the restoration effort. The asphalt roof shingles on the roof were replaced using architectural fiberglass asphalt shingles with a forty-year life expectancy, and missing cornices at both the north and south sides were replaced using wood.

Finally, the building was painted in colors selected with the help of the Colchester Fire Department, the Colchester Historic District Commission and the Colchester Historical Society.

The Grantors herein will preserve and maintain the structure as described in good condition during the life of this Preservation Restriction.



To: Board of Selectman
From: Adam Turner
Re: Parking Lot Funding
Date: April 30, 2010

MEMORANDUM

The Long Island Sound Futures Fund (LSFF), administered by the National Fish and Wildlife Foundation (NFWF), is funding a competitive grant for basin implementation projects. The NFWF is a non-profit organization that aims to preserve and restore wildlife species and habitats. Created by Congress in 1984, NFWF directs public conservation dollars to important environmental needs and matches those investments with private funds. The Foundation's method is to work with individuals, foundations, government agencies, nonprofits, and corporations to identify and fund the nation's most challenging conservation efforts. The LISFF is one of those challenges

The Long Island *Sound Futures Fund* was created in 2005 by the EPA's Long Island Sound Office and the National Fish and Wildlife Foundation. The program has provided more than \$16 million in locally-based conservation projects. In all, funded projects will open up 40 river miles for fish passage, and restore 290-acres of critical fish and wildlife habitat.

The town of Colchester is included in this program through our involvement with the Salmon River partnership. The Nature Conservancy has applied for and been funded under the LIFF for the previous two years.

This year the Sound Futures Fund has emphasized implementation projects that improves water quality and protects water resources. Local grant funding has a maximum award of \$50,000.

We are proposing a project to retro fit the town hall western parking lot using porous materials greatly improving the storm-water retention rate and permit improved separation of storm water and groundwater. In addition we are proposing to utilize the removed parking lot material (pavement and gravel) to add capacity to the commuter parking lot on Old Hartford Road. The total cost of the project is approximately \$57,000. The LIFF grant is \$50,000 leaving \$7,000 in in-kind services to the Town. We anticipate using the Town Engineer for design, the Public Works Director for project management, the Highway Director and staff for certain construction activities as in-kind service.

PROPOSED POROUS PAVEMENT PARKING AREA
 127 NORWICH AVENUE, COLCHESTER CT.
 MUNICIPAL OFFICE BUILDING/TOWN HALL

ESTIMATE OF PROBABLE COST: April 26, 2010 (revised 4/28/2010)
 PREPARED BY: SALVATORE TASSONE P.E. – TOWN ENGINEER

The proposed parking area reconstruction is a 26 car parking area on the West side of the Municipal Office Building.

All costs are for in-place cost and are based on construction of a 4" (compacted depth) of open graded asphalt (porous asphalt) over 14 inches of clean processed aggregate recharge bed over a geotextile filter fabric set on uncompacted native ground to prevent migration of fines into the aggregate bed/base.

| Item: | Quantity: | Unit cost: | Cost: |
|---|------------|---------------------|--------------|
| - Porous asphalt/bit. conc. | 222 tons | \$ 140.00 | \$ 31,080.00 |
| - Clean processed aggregate | 386 C.Y. | \$ 30.00 | \$ 11,580.00 |
| - Non woven geotextile (Mirafi 140N) | 9,000 S.F. | \$ 0.20 | \$ 1,800.00 |
| - Remove/excavate/dispose existing pavement, gravel base/subgrade, and bit. conc. curb at offsite location. | 482 C.Y. | \$ 8.00 | \$ 3,856.00 |
| - 6" bit. conc. curb | 360 L.F. | \$ 7.00 | \$ 2,520.00 |
| - Cut bit. conc. pavement | 60 L.F. | \$ 5.00 | \$ 300.00 |
| - Line striping/pavement markings | L.S. | L.S. | \$ 800.00 |
| | | Subtotal = | \$ 51,936.00 |
| | | 10% contingencies = | \$ 5,194.00 |
| | | Total = | \$ 57,130.00 |

Action: A motion to permit the Planning, Engineering and Public Works staff to develop a proposal to The Long Island Sound Futures Fund for the amount of \$57,000 to reconstruct the eastern town hall parking lot using porous materials.



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“Creating Community Through People, Parks and Programs”

127 Norwich Avenue, Colchester, CT 06415

(860) 537-7297 | Fax: (888) 468-6093 | parksandrec@colchesterct.gov | www.colchesterct.gov

MEMO

To: Board of Selectmen
From: Jason Cohen, Director
Date: April 29, 2010
Re: Award of Dog Park Fencing Contract

Proposal

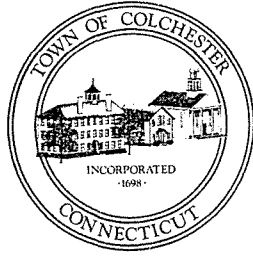
Award contract to Fence Man & Sons of Colchester, CT as outlined in their proposal in response to our RFP. All fees to be paid out of Dog Park account, which has been accumulated through the committee’s fundraising.

Rationale

Quotes were first received through an online auction. However, due to limited participation, the committee opted to also do a traditional bid process.

This process ultimately resulted in a very low bid.

Fence Man & Sons is a local vendor, and is extremely capable and well respected. They have done a large amount of work for the town and always provide excellent service and quality.



**N. Maggie Cosgrove
Chief Financial Officer
Finance Department
Town & Public Schools of Colchester**

MEMORANDUM

TO: Board of Selectmen

FROM: N. Maggie Cosgrove, CFO

DATE: May 14, 2010

RE: IKON State and Local Master Agreement and Product Schedules

Background

The Town and Board of Education currently lease Canon copiers through IKON. IKON is now a distributor of Ricoh copiers and has been authorized by Ricoh to buyout all existing Canon copier leases in order to replace those copiers with Ricoh copiers. By choosing to participate in this offer, the Town and Board of Education have an opportunity to realize cost savings from reduced monthly lease payments and energy savings.

In addition, the current Parks and Recreation copier lease is expiring and IKON has submitted a lease proposal for a Ricoh copier with network scanning and printing capabilities.

Recommendation

Authorize the First Selectman to sign lease agreements for Ricoh copiers associated with the proposed buyout of all current Canon copier leases held by the Town, and for the replacement of the Parks and Recreation department copier.

IKON Office Solutions

21 Stott Avenue

Norwich CT. 06360

May 17, 2010

Town Of Colchester

Executive Summary

1. All new equipment will have the capability of printing and scanning, and faxing where necessary.
2. All current leases in place will be terminated, and a new 60 month lease started with 23 assets.
3. All 60, 90, and 80 page per minute devices and above are equipped with 3 hole punch
4. The Superintendent's office and Jack Jackter are being upgraded to a high speed, production unit, with a speed of 90 pages per minute. These devices are designed for an intensive heavily used area.
5. The new lease agreement will be a monthly investment of \$8,598.00 per month, compared to \$8,659.00 per month.
6. All impressions will be reduced by .0005 per month, thus saving \$275.00 per month.

| School/Department | Location | Serial Number | Current Configuration | Accessories | Pages Per Minute | Current Payment | Average Monthly Volume | Proposed | Accessories | Pages Per Minute |
|-------------------------------|----------|---------------|-----------------------|--|------------------|-----------------|------------------------|----------------|--|------------------|
| Bacon Academy | MO | SKK11748 | CANON IR8070 | Booklet Finisher,3 Hole Punch, Print,Scan, Document Insertion Unit | 80 | \$538.00 | 22,000 | Ricoh MP7001 | Booklet Finisher,3 Hole Punch, Print,Scan, Document Insertion Unit | 70 |
| Bacon Academy | GO | SKK11142 | CANON IR8070 | Booklet Finisher,3 Hole Punch, Print,Scan, Document Insertion Unit | 80 | \$538.00 | 18,000 | Ricoh MP7001 | Booklet Finisher,3 Hole Punch, Print,Scan, Document Insertion Unit | 70 |
| Alt ED | MO | MTV11487 | CANON IR3025 | Staple Finisher,Print,Scan Fax | 25 | \$142.00 | 4,000 | Ricoh MP2851 | Staple Finisher,Print,Scan Fax | 28 |
| Bacon Academy | Media | MTV14806 | CANON IR3025 | Staple Finisher, Coin Op, Print, Scan | 25 | \$200.00 | 4,000 | Ricoh MP2851 | Staple Finisher, Coin Op, Print, Scan | 28 |
| Bacon Academy | Media | CHL00678 | CANON IR5075 | Booklet Finisher,3 Hole Punch, Paper Deck Print,Scan | 75 | \$580.17 | 62,000 | Ricoh MP7001 | Booklet Finisher,3 Hole Punch, Print,Scan | 70 |
| Jack Jackter | MO | CHL00676 | CANON IR5075 | Booklet Finisher,3 Hole Punch, Paper Deck Print,Scan | 75 | \$580.17 | 43,000 | Ricoh MP7001 | Booklet Finisher,3 Hole Punch, Print,Scan | 70 |
| Jack Jackter | RM 55 | CHL00677 | CANON IR5075 | Booklet Finisher,3 Hole Punch, Paper Deck Print,Scan | 75 | \$580.17 | 76,000 | Ricoh MP907 | Booklet Finisher,3 Hole Punch, Print,Scan | 90 |
| William J. Johnston | MO | CHL00672 | CANON IR5075 | Booklet Finisher,3 Hole Punch, Paper Deck Print,Scan | 75 | \$580.17 | 35,000 | Ricoh MP7001 | Booklet Finisher,3 Hole Punch, Print,Scan | 70 |
| William J. Johnston | Tchr Rm | CHL00669 | CANON IR5075 | Booklet Finisher,3 Hole Punch, Paper Deck Print,Scan | 75 | \$580.17 | 53,000 | Ricoh MP7001 | Booklet Finisher,3 Hole Punch, Print,Scan | 70 |
| William J. Johnston | Rm 112 | CHL00664 | CANON IR5075 | Booklet Finisher,3 Hole Punch, Paper Deck Print,Scan | 75 | \$580.17 | 55,000 | Ricoh MP7001 | Booklet Finisher,3 Hole Punch, Print,Scan | 70 |
| BOE | MO | SKK11441 | CANON IR8070 | Booklet Finisher, 3 Hole Punch, Insertion Unit, Paper Deck, Print,Scan, Image Publishing | 80 | \$607.00 | 21,000 | Ricoh MP907 | Booklet Finisher, 3 Hole Punch, Insertion Unit, Paper Deck, Print,Scan, Image Publishing | 90 |
| Spec Ed | MO | MPL80767 | CANON IR5000 | Staple Finisher,Print | 50 | \$225.00 | 5,000 | Ricoh MP4000SP | Staple Finisher,3 Hole Punch,Print, Scan, Fax | 40 |
| Colchester Elementary | MO | SKK10867 | CANON IR8070 | Booklet Finisher,Print,Scan | 80 | \$478.00 | 38,000 | Ricoh MP8001 | Booklet Finisher,3 Hole Punch, Print,Scan, Fax | 80 |
| Colchester Elementary | Hub | SKK10868 | CANON IR8070 | Booklet Finisher,Print,Scan | 80 | \$476.00 | 29,000 | Ricoh MP7001 | Booklet Finisher,3 Hole Punch, Print,Scan | 70 |
| Colchester Elementary | GD 1 | SKK10874 | CANON IR8070 | Staple Finisher,Print,Scan | 80 | \$420.00 | 24,000 | Ricoh MP7001 | Booklet Finisher,3 Hole Punch, Print,Scan | 70 |
| Colchester Elementary | GD 2 | SKK10532 | CANON IR8070 | Staple Finisher,Print,Scan | 80 | \$417.00 | 38,000 | Ricoh MP7001 | Booklet Finisher,3 Hole Punch, Print,Scan | 70 |
| Colchester Elementary | | JSD24181 | Canon IR1670F | Fax | 16 | \$31.63 | 2,000 | Ricoh MP171SPF | Scan,Print,Fax | 17 |
| Colchester Highway Department | | THY07845 | Canon IR1023 | | 23 | \$22.00 | 4,000 | Ricoh MP171SPF | Scan,Print,Fax | 17 |
| Colchester Police Department | | MPL30552 | Canon IR5000 | Staple Finisher | 50 | \$193.00 | 2,500 | Ricoh MP4000SP | Scan,Print,Fax Staple Finisher, 3 Hole Punch | 40 |
| Tax Accesor | | MTV14861 | Canon IR3025 | Staple Finisher,Print,Scan,Fax | 25 | \$125.00 | 3,800 | Ricoh MP2851 | Staple Finisher,Print,Scan, Fax | 28 |
| Public Works | | MPH55024 | Canon IR3300 | Stapler Finisher,Print | 33 | \$117.00 | 7,000 | Ricoh MP2851 | Stapler Finisher,Print,Scan,bFax | 28 |
| Town Clerk | | MPL30069 | Canon IR5000 | Staple Finisher,Print | 50 | \$260.00 | 4,000 | Ricoh MP4000SP | Scan,Print,Fax ,Staple Finisher, 3 Hole Punch | 40 |
| Town Library | | MTV21695 | Canon IR3025 | | 25 | \$77.00 | 6,500 | Ricoh MP2851 | Print,Scan,Staple Finsher | 28 |
| Planning & Zoning | | CHE01584 | Canon IR5050 | Staple Finisher, 3 Hole Punch, Universal Send, Print,Scan | 50 | \$270.00 | 17,000 | Ricoh MP6001 | Staple Finisher, 3 Hole Punch, Print,Scan, Fax | 60 |

| | |
|------------------------------|-------------|
| Current Lease Spend | \$8,617.00 |
| Current Cost Per Impression | .005/.007 |
| Proposed Lease Spend | \$8,598.00 |
| Proposed Cost Per Impression | .0045/.0065 |



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MEMO

To: Board of Selectmen
From: Jason Cohen, Director
Date: May 6, 2010
Re: Federal Adult Employment Program

Proposal

Sign the enclosed agreement to allow TVCCA to place up to 6 workers in our department through the federally funded program through June 30, 2010. The work schedule would be 8:30am-2:30pm on Monday, Wednesday and Friday.

Rationale

This is similar to the youth employment program in which we participated last summer. It is a win-win program, as the staff are employed and paid by TVCCA, but work under our supervision. The town gets free help during a critical time for parks maintenance.

Staff would assist with general maintenance, such as trash removal, weed trimming and the like. They would not operate any heavy machinery.

The town does not take on any liability for workman’s compensation or unemployment.



TVCCA's
**WORK EXPERIENCE PROGRAM (WEP)
WORKSITE AGREEMENT**

Worksite : Colchester Parks & Recreation

Address: 127 Norwich Ave, Colchester, CT 06415

Contact Person: Jason Cohen

Telephone #: 860 537 7295 FAX # 888 468 6093

I. PURPOSE:

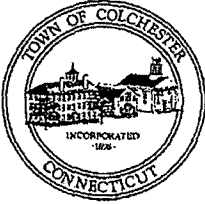
The purpose of this Worksite Agreement is to ensure that adequate controls and standards are maintained by the Worksite Agency and the Employing Agency, TVCCA, in the operation of the Subsidized Employment Program. The intent of this program is to hire and/or establish a foundation between participant and employer that will lead to employment.

II. GENERAL CONDITIONS:

- A. In accordance with the Subsidized Employment Program guidelines, the worksite agency certifies that work experience opportunities shall:
 - 1 Not result in the displacement of currently employed workers including partial displacement such as reduction in hours of non-overtime work, wages or employment benefits;
 - 2 Not impair existing contracts for services or result in Federal funds or other funds in connection with work that would otherwise be performed, including services normally provided by temporary, part-time or seasonal workers through contracting out such services;
 - 3 Not substitute a Subsidized Employment Program job for existing federally assisted jobs under federally supported programs.
- B. It is further certified by the authorized official of the worksite that no person is on layoff in this department from a same or similar position, nor will the participant perform the same or similar duties of any terminated employee.
- C. Authorized representatives of TVCCA will monitor worksites at reasonable times to ensure compliance with the agreement and all Subsidized Employment Program goals.
- D. If the Worksite Agency fails to live up to the provisions of this agreement, the Subsidized Employment Program Supervisor has the authority to withdraw the participant from the worksite.

III. RESPONSIBILITIES OF THE EMPLOYING AGENCY - TVCCA AGREES TO:

- A. Maintain contact with worksite personnel and participants to assure the suitability of the job for each participant and to take corrective action when necessary.
- B. Assure that all program staff receive training and orientation regarding their responsibilities to the program.
- C. Maintain accurate participant records.
- D. Maintain records of all participant earnings, social security and withholding tax.
- E. Maintain Worker's Compensation and general liability coverage for participants.



Colchester Health Department



Public Health
Prevent. Promote. Protect.

MEMORANDUM

DATE: May 13, 2010
TO: Gregg Schuster
Board of Selectmen
FROM: Wendy Mis *W Mis*
RE: Grant funding

The Health Department is making application to the CT DPH for the FY 2011 Preventive Health Block Grant. This is an annual grant offered by DPH to local health departments. In the past, this grant has been used to fund, among other things, a blood borne pathogen study in businesses that intentionally break the skin, a senior fall prevention program, and crosswalk safety and awareness programs. This year, we are eligible for \$1,994 in funding. In the absence of significant funding, it is felt that using small grants over a period of time to build upon previous programs will allow forward movement in specific areas to benefit the town. The program proposed this year is a continuation of the recent focus of physical activity and obesity reduction.

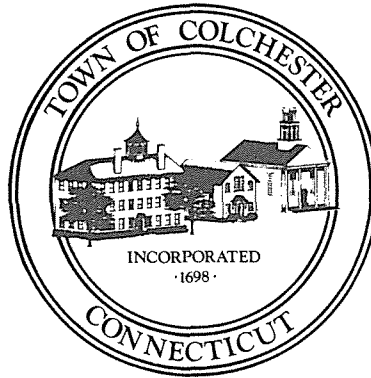
The proposed program includes purchasing bicycle racks to be placed at a few locations in town to be determined. It is anticipated that easy access to available bike racks will increase bike ridership. Policy change to address nutrition policies is also proposed with Parks and Recreation. Program details may be adjusted or added as the program is further developed. Colchester Parks and Recreation is a collaborating partner.

The grant application will require the signature of the First Selectman.

Please consider a motion to pass a resolution allowing the First Selectman the authority to sign the contract and grant related paperwork as required for the 2011 Prevention Health Block Grant.

May 3, 2010

Code Administration
Building Official
Fire Marshal
Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

To: Board of Selectmen

Copy: Craig Grimord (ZEO), Adam Turner (Planning Director), Mark Decker (DPW)

From: Salvatore Tassone P.E. – Town Engineer

A handwritten signature in black ink, appearing to read "Sal Tassone".

Re: This memorandum is for clarification and in response to a request by Gary Souza, principal of Sippycup LLC. for permission to use and make such improvements as are necessary within the abandoned portion of Caverly Mill Road right-of-way so as to facilitate access to a proposed single family home on existing land owned by Sippycup LLC. (Copy of letter from Gary Souza attached).

In the past, the Town/BOS has received and granted similar requests on abandoned or discontinued portions of old roads such as Sullivan Road and Munn Lane. The Town's position has essentially been as follows (specifics noted for Caverly Mill Road).

Caverly Mill Road is an unimproved Town Road which is maintained and plowed for 0.28 miles from its intersection with Norwich Avenue. Beyond that point the road is abandoned due to lack of maintenance. The underlying right-of-way remains the property of the Town of Colchester. Properties fronting on the abandoned portion of Caverly Mill Road may be legal non-conforming lots, which existed prior to the abandonment of that portion of Caverly Mill Road. The Town of Colchester has no intention at this time to resume maintenance of the abandoned portion of Caverly Mill Road (approximately 0.08 mile to the State Route 2 Highway Line – see attached sketch map and aerial photo map).

Pursuant to CGS Section 13a-55: "Property owners bounding a discontinued or abandoned highway, or a highway any portion of which has been discontinued or abandoned, shall have a right-of-way for all purposes for which a public highway may be now or hereafter used over such discontinued or abandoned highway to the nearest or most accessible highway, provided such right-of-way has not been acquired in conjunction with a limited access highway."

Property owners abutting the abandoned portion may construct and maintain their driveway (at their own expense) over the Town road right-of-way with the specific approval of the Board of Selectmen of the Town of Colchester. Driveways for single family residential development must conform to the standards of Section 3.7.3.D of the Zoning Regulations, including that portion which is within the Town right-of-way. Pending BOS approval, the owner/applicant must submit proposed single family lot development plans for review by town staff to assure conformance with all applicable regulations.

Board of Selectmen
Town of Colchester
Norwich Avenue
Colchester CT 06415

I am a principal in Sippycup, LLC, and a limited liability company, who owns land off Caverly Mill Rd. in the town of Colchester.

We are in the process of improving our lands, and request permission from the town of Colchester to use town property for access to and from our land, that is at the end of Caverly Mill Rd; the abandoned end, and to make such improvement as are necessary and proper to facilitate such access to build a single family home.

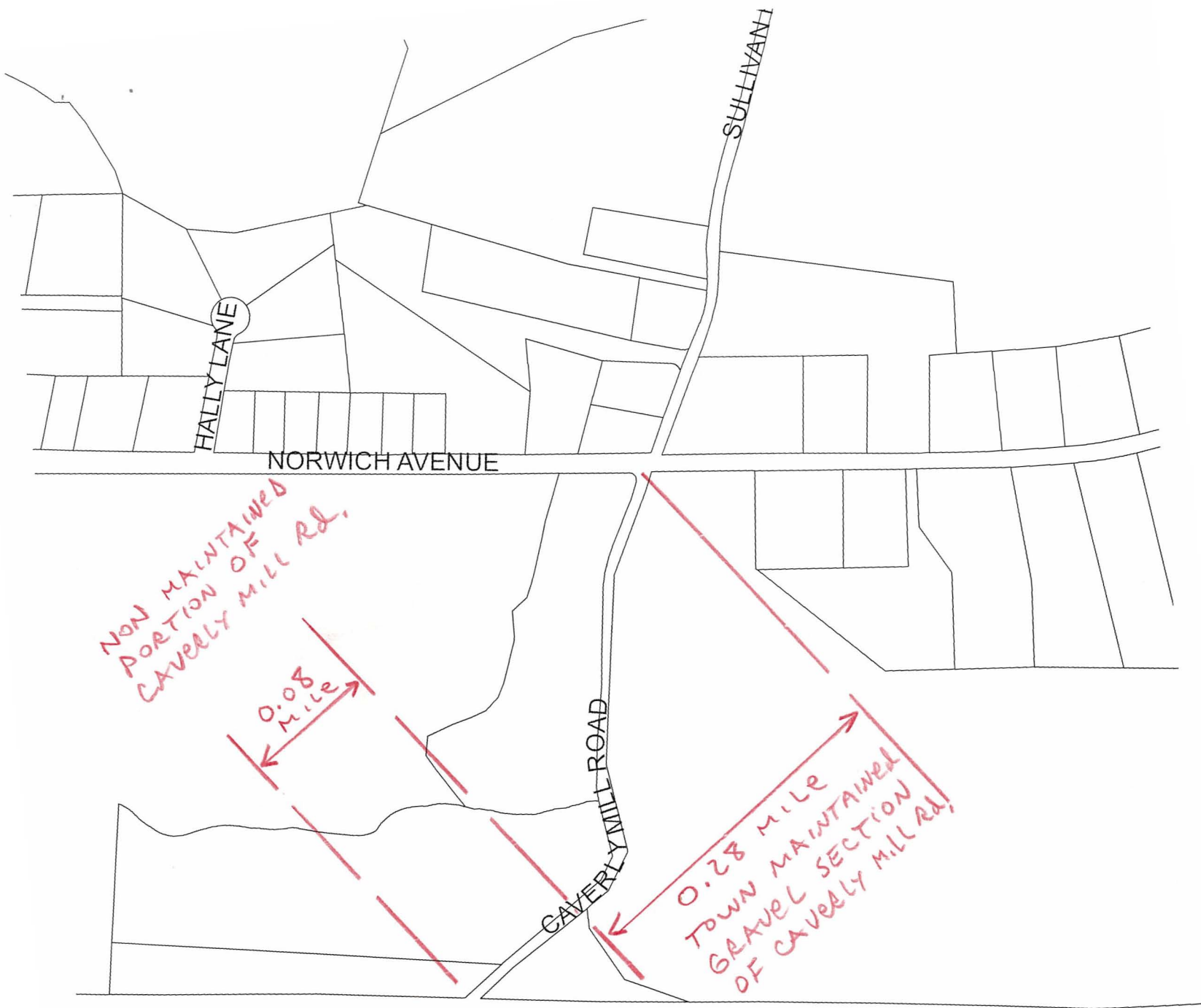
Your prompt attention to this request is appreciated. If you have any questions please feel free to call upon me.

Sincerely,

Gary Sousa
860-537-5177



RECEIVED
TOWN OF COLCHESTER
CODE ADMINISTRATION
2010 MAY -3 PM 1:59



ROUTE 2

