

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Agenda
Thursday, October 21, 2010
Colchester Town Hall**

**Meeting Room 1 –
Immediately Following the
Commission Chair Meeting at 7:00pm**

NANCY A BRAY
TOWN CLERK

Nancy A. Bray

2010 OCT 19 PM 2:55

RECEIVED
COLCHESTER, CT

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the October 7, 2010 Board of Selectmen Special Meeting
4. Approve Minutes of the October 7, 2010 Board of Selectmen Regular Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Sewer and Water Commission. Member appointment for a new term previously held by Robert Tarlov to expire 06/30/2011. Ron Silberman to be interviewed.
7. Budget Transfers –
8. Tax Refunds & Rebates
9. Discussion and Possible Action on Inland Wetland and Watercourse Fee Schedule
10. Discussion and Possible Action on Sewer and Water Commission Appropriation Request
11. Discussion and Possible Action on Formation of an Agriculture Commission
12. Discussion and Possible Action on Acceptance of LSTA Grant Contract with Connecticut State Library
13. Discussion and Possible Action on Sidewalk Plan

14. Discussion and Possible Action on Acceptance of Open Space from White Oak
15. Discussion and Possible Action on Job Descriptions
16. Discussion and Possible Action on Formation of a Joint Facilities Committee
17. Discussion and Possible Action on Police Commission Operating Policy
18. Discussion and Possible Action on Facility Use Policy
19. Citizen's Comments
20. First Selectman's Report
21. Liaison Report
22. Adjourn

Gregg Schuster



First Selectman

**Board of Selectman Special Meeting
Thursday, October 7, 2010
Colchester Town Hall**

Meeting Room 1 - 4:30 P.M.

HANCOCK A. BRAY
TOWN CLERK

2010 OCT 13 AM 9:29

RECEIVED
COLCHESTER, CT

MEMBERS PRESENT: Selectman Stan Soby, Selectman Greg Cordova, and Selectman Rosemary Coyle.

MEMBERS ABSENT: First Selectman Gregg Schuster and Selectman James Ford.

OTHERS PRESENT: Bruce Hayn, John Chaponis, William Gaffney, Chris Kerin, Jay Taronto, and Tasha Vincent.

1. **Call to order**

Selectman Stan Soby called the meeting to order at 4:42 p.m.

2. **Election of Temporary Chairman**

R. Coyle made the motion to nominate Selectman Stan Soby as the temporary Chairman. Seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

3. **Review Bids and Interview Firms for Revaluation Services**

William Gaffney and Chris Kerin, on behalf of Municipal Valuation Services, gave an oral presentation on their company and explained the bid they submitted. At the conclusion of their presentation they responded to questions from the panel.

Chairman Stan Soby called for a recess at 5:30 p.m.

Chairman Stan Soby called the meeting back to order at 5:43 p.m.

Jay Taranto and Tasha Vincent, on behalf of Vision Appraisal Technology, gave an oral presentation on their company and explained the bid they submitted. At the conclusion of their presentation, they responded to questions from the panel.

4. **Adjourn**

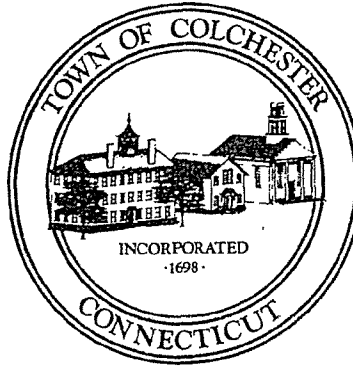
R. Coyle moved to adjourn at 6:30 p.m., seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'JC' with a long horizontal stroke extending to the right.

John Chaponis

Gregg Schuster



First Selectman

Board of Selectmen Regular Meeting Minutes
Thursday, October 7th 2010
Colchester Town Hall
Meeting Room 1 – 7:00 p.m.

NANCY A. BRAY
TOWN CLERK

Nancy A. Bray

2010 OCT 13 AM 8:13

RECEIVED
COLCHESTER, CT

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

MEMBERS ABSENT:

OTHERS PRESENT: *C. Barnes, G. Dinda, Rob Tarlov, M. Cosgrove, J. Jones, M. Tate, R. Blessing, K. Franzen, A. Von Plachecki, G. Bell, and other community members*

1. **Call to Order:** First Selectman G. Schuster called the meeting to order at 7:00 p.m.
2. **Additions to the Agenda:** None
3. **Approve Minutes of the September 16th 2010 Board of Selectman Public Hearing:**
G. Cordova moved to approve the minutes of the September 16th, 2010 Board of Selectman Public Hearing as presented, seconded by S. Soby. R. Coyle abstained. All other members present voted in favor. MOTION CARRIED.
4. **Approve Minutes of the September 16th, 2010 Board of Selectmen Regular Meeting:**
S. Soby moved to approve the minutes of the September 16th, 2010 Regular Meeting as presented, seconded by G. Cordova. R. Coyle abstained. All other members present voted in favor. MOTION CARRIED.
5. **Citizen's Comments:** None
6. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
 - a. **Conservation Commission. Member Kurt Franzen to be reappointed for a term to expire 10/31/2013.** K. Franzen was interviewed. R. Coyle moved to reappoint K. Franzen to the Conservation Commission for a term to expire 10/31/2013, seconded by G. Cordova. All other members present voted in favor. MOTION CARRIED.
 - b. **Conservation Commission. Member Arthur Falk Von Plachecki to be reappointed for a term to expire 10/31/2013.** A. Von Plachecki was interviewed. J. Ford moved to reappoint A. Von Plachecki to the Conservation Commission for a term to expire 10/31/2013, seconded by G. Cordova. All other members present voted in favor. MOTION CARRIED.

14. **Discussion and Possible Action on Selection of Land Use Legal Firms:**
S. Soby moved to qualify each of the three firms (Shipman & Goodwin, Rome McGuigan, Suisman & Shapiro) to perform legal work regarding land use and for the First Selectman to negotiate rates, and scope for such services, seconded by G. Cordova. All other members present voted in favor. MOTION CARRIED
15. **Discussion and Possible Action on Website Revision:**
M. Tate presented Website Revisions. No action taken.
16. **Discussion and Possible Action on Kabera Parcel Acquisition:**
S. Soby moved to accept the Kabera Parcel as proposed for no funds and without other considerations, seconded by J. Ford. All other members present voted in favor. MOTION CARRIED
17. **Discussion and Possible Action on Legal Traffic Authority:**
S. Soby moved that the Board of Selectmen, acting as the Town's Legal Traffic Authority (LTA), designates the First Selectman, Town Engineer, and Public Works Director to authorize routine roadway maintenance activities on behalf of the LTA at their professional discretion, seconded by G. Cordova. All other members present voted in favor. MOTION CARRIED
18. **Discussion and Possible Action on Well 3 Redevelopment Bid and Agreement:**
R. Coyle moved to accept the recommendation of the Colchester Sewer and Water Commission and to award the Well 3 Redevelopment project to the low bidder, Layne Christensen, and to authorize the First Selectman to sign all necessary documents, seconded by S. Soby. All other members present voted in favor. MOTION CARRIED
19. **Citizen's Comments:** None
20. **First Selectman's Report:** First Selectman Schuster reported on the hiring of a Social Services Coordinator and Library Clerk, the \$285,000 STEAP Grant award for Lebanon Avenue, interlocal health insurance pooling options, the conclusion of a land use lawsuit, boards and commissions needing to follow FOI guidelines, and his participation in the dedication ceremony of the State Register.
21. **Liaison Reports:** J. Ford reported on Health District Task Force, R. Coyle reported on Senior Center Study Group, S. Soby reported on the Police Commission.
22. **Executive Session to Discuss Successor Agreement with MEUI Local 506, SEIU, AFL-CIO, CLC:** G. Cordova made a motion to go into Executive Session and to invite CFO M. Cosgrove to attend, seconded by R. Coyle. All other members present voted in favor. MOTION CARRIED.

Board entered into executive session at 8:15pm
Board exited Executive Session at 8:46pm

23. **Discussion and Possible Action on Successor Agreement with MEUI Local 506, SEIU, AFL-CIO, CLC:** R. Coyle moved to accept the Successor Agreement with MEUI Local 506, SEIU, AFL-CIO, CLC and authorize the First Selectman to sign all documents, seconded by G. Cordova. All other members present voted in favor. MOTION CARRIED.
24. **Discussion and Possible Action on Job Descriptions for MEUI Local 506, SEIU, AFL-CIO, CLC:** Board took no action.
25. **Executive Session to Discuss Employee Separation Agreement:**
S. Soby moved to enter Executive Session to discuss Employee Separation Agreement. Seconded by G. Cordova. All other members present voted in favor. MOTION CARRIED.

Board entered into Executive Session at 8:48pm.
Board exited Executive Session at 8:56pm.

26. Discussion and Possible Action on Employee Separation Agreement:

S. Soby moved to approve the Employee Separation Agreement and authorize the First Selectman to sign all documents, seconded by G. Cordova. All other members present voted in favor. MOTION CARRIED

27. Adjourn: G. Cordova moved to adjourn at 8:57 p.m., seconded by R. Coyle. All other members present voted in favor. MOTION CARRIED

Respectfully submitted,



Candace P. Barnes
Meeting Clerk

Code Administration
Building Official
Fire Marshal
Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

Memorandum

To: Board of Selectmen

From: Jay Gigliotti, Wetlands Enforcement Officer *JRG*

Subj: Fee schedule

Date: 10.19.10

RE Update Inland Wetland and Watercourse Fee Schedule

On Wednesday June 9th, 2010, The Colchester Conservation Commission voted to send a revised fee schedule to the Board of Selectman for approval.

The fee schedule was revised to correct inconsistencies with the existing schedule and . The new proposed fees have been established by comparison to other towns similar in size, population and potential development. Amount of time required to review applications was also considered.

Attached is the fee proposed fee schedule. Any changes are highlighted in Red.

Recommended Motion: Motion to approved Colchester's revised Inland Wetland and Watercourse Fee schedule as shown on the attached and proposed by The Colchester Conservation Commission.

FEE STRUCTURE FOR
INLAND WETLAND AND WATERCOURSE APPLICATIONS

Effective Pending BOS Approval

1. **Permitted as of Right and Non-regulated uses:** \$75 if review needed fee.
2. **Renew, Transfer or Amend Permit:** \$100
3. **Base Administrative fee:** \$200
4. **Wetland Agent Approval:** \$50.
5. **Public Hearing Fee:** \$200
6. **Non-significant activity:** \$100.
7. **Significant activity:** \$200 plus \$1 for each 1000 square feet of wetlands or fraction thereof on the application property and \$10 for each 1,000 square feet of wetlands or fraction thereof **disturbed or created.**
8. **Subdivision with no municipal improvements:** \$50.00 (**\$200 if significant**) plus \$55 per lot and \$10 for each 1,000 square feet of wetlands or fraction thereof disturbed or created.
9. **Subdivision with municipal improvements:** \$50.00 (**\$200 if significant**) plus \$65 per lot, \$1 for each 1000 square feet of wetlands or fraction thereof on the application property and \$10 for each 1,000 square feet of wetlands or fraction thereof disturbed or created, **to a maximum \$2000**
10. **Commercial Development:** \$400 plus \$50.00 (**\$200 if significant**) plus \$1 for each 1000 square feet of wetlands or fraction thereof on the application property and \$10 for each 1,000 square feet of wetlands or fraction thereof disturbed or created
11. **Petitions for Changes in Regulations or the Wetlands Map:** \$155.00
9. **A State fee** of \$60.00 must be added to all of the above fees pursuant CGS 22a-27j.
10. In addition to the above, for permitted construction projects which require **environmental site monitoring**, the cost of such monitoring shall be at the expense of the applicant.

Please speak with the Wetlands Enforcement Officer to determine the fee for any application to the Conservation Commission.

The full text of the Ordinance is available from the Wetlands Enforcement Officer or in the Town Clerk's office

Memo

To: Gregg Schuster
From: Mark Decker
CC: Board of Selectmen, Maggie Cosgrove
Date: 10/18/2010
Re: Appropriation Request

At their 13 October regular monthly meeting, the Sewer and Water Commission motioned to appropriate \$28,000 from each of the sewer and water capital undesignated fund accounts to the respective Meter Replacement capital accounts for the purchase of the remaining meters needed to complete the Town-wide meter replacement program. A copy of the minutes and appropriation request are attached.

Please contact me if you have questions.

Requested action: Motion to accept the recommendation of the Sewer and Water Commission and approve appropriation of \$28,000 from water capital undesignated fund balance to account 3053210-68110 – Water Capital meter Replacement, and \$28,000 from sewer capital undesignated fund balance to account 3253209-68110 – Sewer Capital meter Replacement.



Colchester Sewer and Water Commission

Minutes of the 13 October 2010 Regular Monthly Meeting

Municipal Office Complex

Colchester, Connecticut

Members Present: R. LeMay, D. Ferrigno, Robert Jones, T. Tripodi
Members Absent: S. Boyden, Steve Coyle
Others Present: M. Decker (Public Works Director), C. Ahmed (Bacon civics student)

1. **Call to Order-** Chairman LeMay called the meeting to order at 7:00 p.m.
2. **Additions to the Agenda** – Motion to add “Colchester Courtyard Update” to the agenda, by T. Tripodi, second by R. Jones; Motion approved 4-0
3. **Approval of the Sewer and Water Commission 8 September 2010 Regular Monthly Meeting and the 30 September 2010 Special Meeting Minutes** – *Motion to approve the minutes of the 8 September 2010 Colchester Sewer and Water Commission regular monthly meeting as presented, by T. Tripodi, second by D. Ferrigno; motion approved 3-0 (R. Jones abstained). Motion to approve the minutes of the 30 September 2010 Sewer and Water Commission Special Meeting as presented, by R. Jones, second by T. Tripodi; Motion approved 4-0.*
4. **Citizen's Comments** - none
5. **Subcommittee Reports**
 - A. **Finance – Transfers, Monthly financial reports, Quarterly billing, Disputes, other**
Transfers – M. Decker presented a request to appropriate \$28,000 each from the undesignated fund balances from Sewer and Water Capital Funds – to cover the cost of the final meters needed for the system-wide meter replacement program. *Motion to approve the requested appropriations and to forward them to the Board of Selectmen with a recommendation to approve, by D. Ferrigno, second by T.*

Tripodi; Motion approved 4-0. A copy of the appropriation request is attached and made part of these minutes.

Monthly Financials – monthly reports were presented and discussed

Quarterly billing – M. Decker reported the October bills have been issued – billings for use charges total 54% through two billings in both water and sewer. These are typically the two highest billing quarters so this is a reasonable percentage of the whole year water sales.

Disputes – none

Other – none

6. Water Activities

A. Water Activities Report – M. Decker reported activities since the last meeting include: various mark outs, finals, completed quarterly meter reading, shutoffs for non-payment (none actually performed but many brought in payment or entered payment plans); monthly water quality sampling; continued clean-up and organizational work at the O&M Facility; working with Milone & MacBroom on the Diversion Permit Stream Monitoring; new station check procedures are in use; DPH Inspection performed – there were no violations cited; continued work on instrumentation and alarms; the altitude valve work at Elmwood tanks is complete; new employee training

B. Water Projects Status

North Woods-meter installations

Choma Lane-meter installations

Flom Subdivision (Cabin Road) -Pipe installed up to brook, main is on-line

7. Sewer Activities

A. Joint Facilities Report – Chairman LeMay reported major topics included update of operations for July and August, budget discussions, HVAC project close to being finished, and the DEP LEEF program application

B. Sewer Activities Report – valve work completed on the small duplex station on Norwich and Chestnut Hill Road; oil tank materials for the PHPS delivered – will begin work in a week or so

C. Sewer Projects Status – no new construction work

8. Old Business

A. STEAP Grant – continued work with W&S – build-out analysis on-going – parcel maps completed.

B. Stream Flow Regulations – The revised draft is with the Regulation Review Committee and will be up for vote on 26 October. If Reg Review fails to act on this by 9 November, the regulations automatically go into effect. CWWA is actively campaigning against the revised regulations. The concerns of the water industry are very real. Although DEP has extended the time frame for compliance and made some other revisions, the regulations continue to raise fundamental concerns about the availability and cost of public water supplies and the impact on agriculture, construction, and the economy. A meeting is scheduled

between the DEP Commissioner and the Connecticut Conference of Municipalities where CCM will express its concerns from the municipal perspective.

C. Well 3 Redevelopment – the bid was approved by the BOS on Thursday 7 October – Layne Christensen has been notified

D. Tank Inspections – due to a staffing issue, the contractor was unable to perform the work as scheduled – the tanks will be inspected in the spring

9. **New Business/Additions to the Agenda** – Colchester Courtyard Update – M. Decker presented a background of this project for the newer commissioners. He noted the DPUC/DPH recently denied the “request to vacate” submitted by Courtyard resulting in a reaffirmation of the order to connect and a requirement for the Town to submit monthly updates – the Town will provide a response.
10. **Citizens Comments** – R. Tarlov questioned the status of Lori’s Mobil – M. Decker responded he has spoken with the environmental firm performing the remediation work and they have indicated no change in their status – their program will continue. Regarding the closure of the fuel station, there are lots of rumors around but it appears Exxon-Mobil initiated the closure as a result of a risk analysis they are performing company-wide. The future use of the site is unknown at this time. There are certain rights afforded to them through their existing APA registration.
11. **Adjourn-** *Motion to adjourn by T. Tripodi, second by D. Ferrigno; Motion approved 4-0.*

Chairman LeMay adjourned the meeting at 7:55 p.m.

Respectfully submitted,
M. Decker

Sewer and Water Commission
2010/2011 Transfer or Appropriation Request Form

Date: 13 October 2010

The following is a request for:

A transfer _____ Dollar Amount \$28,000.00
An Appropriation X

from Account No. Water Capital Undesignated Fund Balance

to Account No. 3053210-68110 – Water Capital – Meter Replacement

Explanation: balance of meters needed for system-wide replacement program

Action by Commission: Approved x
 Denied _____
 Tabled _____

Date: 13 October 2010

Sewer and Water Commission
2010/2011 Transfer or Appropriation Request Form

Date: 13 October 2010

The following is a request for:

A transfer _____ Dollar Amount \$28,000.00
An Appropriation X

from Account No. Sewer Capital Undesignated Fund Balance

to Account No. 3253209-68110 – Sewer Capital – Meter Replacement

Explanation: balance of meters needed for system-wide replacement program

Action by Commission: Approved x
 Denied _____
 Tabled _____

Date: 13 October 2010



Cragin Memorial Library
8 Linwood Avenue
Colchester, CT 06415
860-537-5752 ☎ Fax: 860-537-4559

TO: Board of Selectmen, Town of Colchester
FROM: Kate Byroade, Library Director
Date: October 21, 2010
Re: Acceptance of Grant Contract with the Connecticut State Library

Cragin Library submitted an application for an LSTA grant from the Connecticut State Library in the amount of \$1,500 to perform a Community Needs Assessment targeting Colchester's low-income residents, particularly those with children. This grant will pay for the services of a consultant to conduct focus groups and surveys with community service providers and the target population to develop a comprehensive needs assessment for the Library to effectively target its services for this population. The date generated by this assessment will be used next spring to apply for a larger LSTA grant to support any identified needed services. All other costs associated with the Community Needs Assessment will be in the form of in-kind contributions from the Library's staff and donations to cover incidental hospitality costs from the Friends of Cragin Library. The grant has been awarded and the Town of Colchester Board of Selectmen must to pass a resolution authorizing the First Selectman to sign the contract and all grant materials.

Motion:

Resolved, that Gregg Schuster, the duly elected First Selectman is empowered to execute and deliver in the name and on behalf of this organization a certain contract with the Connecticut State Library, State of Connecticut, for an LSTA grant in the category Community Needs Assessment.

CONNECTICUT STATE LIBRARY
Hartford, Connecticut 06106

FEDERAL LIBRARY SERVICES AND TECHNOLOGY ACT
GRANT CONTRACT

This Agreement is made by and between the State of Connecticut, Connecticut State Library Board (hereinafter "State Library") and the Cragin Memorial Library (hereinafter "Contractor") pursuant to Section 11-2a of the Connecticut General Statutes (hereinafter "CGS").

WHEREAS, Public Law 104-208 (the Library Services and Technology Act (LSTA)) provides federal funds to stimulate excellence and promote access to learning and information resources in libraries for individuals of all ages; to promote library services that provide users access to information through electronic networks; to provide linkages among and between libraries; and to promote targeted library services to people of diverse geographic, cultural, socioeconomic backgrounds, and capabilities; and

WHEREAS, the State Library administers a competitive grant program whereby libraries compete for federally funded grants for the purposes supported by LSTA; and

NOW THEREFORE, in consideration of the aforesaid and the mutual promises hereinafter contained, the parties do hereby agree as follows:

Part I

1. The State Library hereby authorizes a grant for the amount not to exceed \$1,500 (hereinafter "Grant Funds") for the project Community Needs Assessment (hereinafter the "Project"). The Contractor is responsible for any project expenses greater than the Grant Funds. The approved Project Budget is as follows:

		LSTA Funds Approved
1.	Personnel	\$
a	Salary	
b	fringe	
2.	Travel	
3.	Supplies	\$
4.	Equipment	\$
5.	Rental (space)	N/A - Local Match Only
6.	Postage	
7.	Phone	
8.	Contractual	\$1,500
9.	Printing	\$
10.	Library Materials	\$
11.	Other (specify)	\$
12.	TOTAL	\$1,500

2. The Contractor may execute budget reallocation between line items (personnel, materials, equipment, contractual, etc.) when such reallocation does not exceed 10 percent of the total grant, but the State Library must approve reallocations (one time or cumulative) exceeding 10 percent. The Contractor shall submit a Budget Revision Request, example attached hereto as Attachment A, to the Grants and Contracts Manager prior to the reallocation. The State Library and the Office of the Attorney General, if applicable, must also approve amendments to the grant's purpose and/or methodology.
3. The Contractor shall expend Grant Funds for the Project from October 1, 2010, through March 31, 2011 (hereinafter the "Grant Period"). Project expenditures incurred by the Contractor before the Grant Period may not be charged against the Grant Funds. Project expenditures incurred after the Grant Period may be charged against the Grant Funds only to honor funds obligated or encumbered before the expiration date of the Grant Period. All obligations must be liquidated within 90 days following the end of the Grant Period. All Project activities must take place during the Grant Period. If a Contractor makes an application in writing no later than 30 days prior to the end of the Grant Period, the State Library may amend this Agreement by a three-month extension of the Grant Period without additional funding. If applicable, the Office of the Attorney General shall approve this amendment. Determinations shall be made on a case-by-case basis.
4. Any Grant Funds remaining unexpended/unobligated on **April 1, 2011**, or expenditures disallowed by the State Library will be returned to the State Library by 4/29/2011, as will any accrued interest from these Grant Funds.
5. The Project Director, Kate Byroade, is responsible for the conduct of the specific work and shall provide technical leadership to the project whether or not any salary is provided from Grant Funds.
6. The Contractor is responsible for the administration and/or supervision of all grant activities.
7. The Contractor need not submit an Outcome Based Evaluation Plan.
8. One Project Expenditure Report, example attached hereto as Attachment C, is **due on 1/14/2011**.
9. Payment to the Contractor under this Agreement is subject to availability of federal funds. Payments shall be made in one installment to the contractor. The first payment shall be made on **10/1/2011** or upon approval of this Agreement whichever is later. No payment shall be released unless the State Library has received from the Contractor the previous period's Project Expenditure Report. If there is more than 25% of the previous payment indicated in total cash on hand when the Expenditure Report is submitted, the next payment will not be released until another Expenditure Report is received by the State Library indicating that the funds on hand have been reduced or expended. The Contractor shall maintain separate accounting for each LSTA grant and all supporting

data to verify the proper expenditure of funds in accordance with the approved grant budget.

10. The Contractor shall submit a Midpoint Evaluation, example attached hereto as Attachment D, by **1/14/2011**.
11. The Contractor shall submit a Final Evaluation, example attached hereto as Attachment E, within 30 days following the end of the contract period (by **4/29/2011**).
12. Audit Requirements.

(a) The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the State Library for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor will comply with federal and state single audit standards as applicable.

(b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the State Library, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(c) For purposes of the provisions of this subsection that relate to State grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230.

13. Audit Requirements For Federal Grants.
 - A. For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year:

The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133 or A-128 as appropriate. Contractor further agrees to provide the University with copies of all independent auditors' reports which cover the period of performance of this Agreement. Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 or Circular A-128 as appropriate shall be made available for review or audit by appropriate officials of the Federal agency, University, or the General Accounting Office (GAO) during normal business hours.

B. For U.S. based, non-profit Contractors expending less than \$500,000 of Federal awards in one year:

Contractor agrees that all records pertaining to this agreement will be made available for review or audit by appropriate officials of the Federal agency, State Library, or the GAO during normal business hours.

14. Federal Funds.

(a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The State Library shall specify all such requirements in Part I of this Contract.

(b) The Contractor acknowledges that the State Library has established a policy, as mandated by Section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.

(1) Contractor acknowledges that is has received a copy of said policy and agrees to comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor agrees to provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the State Library, shall constitute a breach of this contract and may result in termination of this contract.

(2) This section applies to you if you are a contractor, subcontractor, agent, or other person, who on behalf of the State Library, or on behalf of a contractor, subcontractor or agent of the State Library, furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the State Library.

(3) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.

(4) Contractor agrees that, for purposes of performing the Agreement with the State Library, it will not knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor agrees to immediately notify the State Library should it become subject to an investigation or inquiry involving items or services reimbursable under a federal

health care program or be listed as ineligible for participation in or to perform services in connection with such program. The State Library may terminate this Agreement immediately if at any point the Contractor, subcontractor or employee thereof is sanctioned, suspended, excluded from or otherwise becomes ineligible to participate in federal health care programs.

15. Failure to supply any of the required documentation shall exclude the Contractor from receiving any further grant monies until the State Library receives all required documentation. All records pertaining to the project shall be retained by the grantee for a period of six years after submission of the Final Evaluation to the State Library.
16. The Contractor shall refund any amounts found to be owing to the State as a result of an error or the discovery of any fraud, collusion, or illegal actions. Such refunds shall be made within 30 days from notice in writing by the State. In the case of any failure to make such refunds, the Contractor agrees that the State may deduct such amount from any current or future sums owing to said Contractor on the part of the State from any source or for any purpose whatsoever.
17. The Contractor owns all equipment and materials that are purchased with these Grant Funds. If the Contractor is purchasing equipment for other libraries, the other libraries own the equipment. All equipment purchased must be identified on inventory as purchased with the Library Services and Technology Act funds and must be marked "Purchased with LSTA funds" in a visible location.
18. EXECUTIVE ORDERS
This Contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the contract as if they had been fully set forth in it. This contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. At the Contractor's request, the Department shall provide a copy of these Orders to the Contractor.

19. NON-DISCRIMINATION

References in this section to "Contract" shall mean this 027P-CNA-11 and references to "Contractor" shall mean the Cragin Memorial Library.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a)

of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

- (d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the Contractor agrees to comply with each provision of this section and with each

regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

- (h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
 - (i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
20. While performing services specified in this Agreement the Contractor shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.
21. Contractor hereby agrees to indemnify, defend and hold harmless the State, its agencies, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest,

attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this contract, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, willful misconduct or negligence of Contractor or its employees, agents or subcontractors.

22. The State of Connecticut shall assume no liability for payment for services under the terms of this Agreement until the Contractor is notified that this Agreement has been accepted by the contracting agency and by the Attorney General of the State of Connecticut.
23. The Contractor shall not discriminate on the basis of race, religion, age, gender, national origin, or handicapping condition in providing space for public meetings.
24. Performance of the provisions of this Agreement is subject to the conditions and availability of funds under the LSTA. Sub-grantees must abide by the provisions of the Act and such instructions as the Institute of Museum and Library Services ("IMLS") may issue. Grantees shall also comply with federal cash management requirements, including expending Grant Funds on the Grant Project within three days of actual receipt of Grant Funds.
25. The Contractor shall comply with the Children's Internet Protection Act (CIPA) [Public Law 106-554, TITLE XVII--CHILDREN'S INTERNET PROTECTION.] if any LSTA funds are used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.
26. The State may terminate this Agreement upon 30 days notice in writing to the Contractor if the Contractor fails to comply with this Agreement or time schedules to the satisfaction of the State. In the case of any such termination, the State shall not be responsible for further payments to the Contractor and may proceed to recover any payments already made by any available means whatsoever, including the withholding of grants or funds otherwise due to the Contractor from the State.
27. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Connecticut.
28. This Agreement shall be binding upon and shall inure to the benefit of the Contractor and its successor.
29. The sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor shall not initiate legal proceedings in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.
30. The Contractor shall acknowledge the Institute of Museum and Library Services (IMLS) when issuing statements, press releases, requests for proposals, bid solicitations, contract awards under the grant, and other documents or announcements describing this project.

The Contractor shall state clearly the dollar amount of LSTA funds received from the State Library for the project.

- 31. The Contractor shall provide free of charge to all persons any and all library services directly supported, in whole or in part, by funds awarded under this Agreement.
- 32. The Contractor shall comply with IMLS requirements concerning copyright issues and creative commons.

\$1,500
Grant Amount

10/1/2010 to 3/31/2011
Contract Period

027P-CNA-11
Grant Number

Cragin Memorial Library
Grantee Organization

Community Needs Assessment
Funding Category

Signature of Authorized Official

Date

Kate Byroade

Library Director

Name (to be typed)

Title

Connecticut State Library Board

Kendall F. Wiggin, State Librarian

Date

* This contract template, having been reviewed and approved by the Office of the Attorney General (OAG), it is exempt from review pursuant to a Memorandum of Agreement between the State Library and the OAG dated May 17, 2010.

To: Board of Selectmen

From: Adam Turner

Re: Sidewalk Plan

Date: October 21, 2010

Walkable communities are desirable places to live, work, learn, socialize and play. Providing pedestrian access is a primary tool to promote “smart growth”, a critical element to economic development, and a major goal of the Colchester Plan of Conservation and Development (POCD).

For several months, staff has developed a Pedestrian Access Plan (PAP). The main focus of this Plan is to provide walking pathways to the Town Center which has historically been the main commercial and service hub of Colchester and to provide safe access to schools and bus stops.

While areas outside the Town Center, experienced residential development, most of the non-residential growth has been concentrated in the RT 85/Lebanon Ave/Old Hartford Road/RT 16 corridors. It is important to provide pedestrian opportunities to service these areas.

Colchester remains a primarily rural community whose character is represented by significant environmental assets and large expanses of open space. Placing sidewalks along open areas and rural subdivisions is not recommended as they do not connect to other sidewalks and diminish the natural landscape.

It is also important to offer “safe routes” to local schools. Public schools in Colchester are concentrated on Norwich Avenue therefore sidewalk routing can be done efficiently. It is also essential to provide protected, centralized school bus pickup locations.

In order to determine and address local pedestrian access issues, the following POCD goals relating to pedestrian and bicycle access were reviewed.

- Establish a series of trails as a key element in connecting open space and recreation areas into an integrated system
- Expand and maintain sidewalks in the Town Center and adjacent areas
- Establish pedestrian and bicycle trails in open space areas of Colchester and on open space greenways

In addition to the POCD, the Colchester Board of Education policies which include needs for sidewalks to schools and school bus waiting area were also considered.

In June 2010, the Planning and Zoning Commission (PZC) adopted a revised sidewalk policy. The new policy required mandatory provisions of sidewalks for all new development coupled with

increased flexibility in terms of meeting such provisions. Included was a voluntary option to provide off-site sidewalk funding. Funding could be used to develop off-site sidewalk projects provided they were included in the Town's sidewalk plan and the amount of funding provided was equivalent to any proposed on-site spending for sidewalks.

The Board of Selectman, with the approval of the Board of Finance and Planning and Zoning Commission in this case, is responsible for the establishment of such funding schemes and is for the determination and identification of capital improvement infrastructure including sidewalks.

The PAP was completed in September and was distributed to the BOS at the last meeting (September 15, 2010). The PAP:

- Establishes goals and principals in determining which sidewalks are to be improved over the next ten years
- Identifies 15 pedestrian access projects that were evaluated by staff, the Board of Education and the Planning and Zoning Commission. Each project includes vicinity and aerial mapping and a basic price toward development.

Staff also appeared at the Board of Finance meeting on October 8, 2010 and outlined the Sidewalk Plan and Fee structures.

Staff has prepared an offsite sidewalk fee assessment methodology that is recommended to be considered and adopted separately from the PAP so that it can be amended regularly as conditions change. The assessment methodology is based on the cost of providing a 1 foot square section of sidewalk as prepared by the Town Engineer. We also recommend that the BOS consider applying that cost in the following manner:

- Within 1 mile of the towns center - 100% of the offsite improvement cost given that these areas should be serviced by sidewalks
- Within 2 miles of the town's center - 75% of the off-site improvement cost given that these areas are more rural in nature and would not always require on site sidewalk provision.
- Other property outside of 2 miles from the town center – 50% of the off-site improvement cost. These areas are rural/suburban zones that would not benefit from sidewalks although internal access and school bus waiting areas are to be considered.

Two motions have been included, the first to adopt the sidewalk CIP and establish priorities regarding which projects are completed first and the second to establish a methodology to estimate the voluntary contributions totals for off-site walks and their application to specific properties.

First Motion:

Approve the Pedestrian Access Plan (PAP) dated September 16, 2010 and establish the following priority in terms of the initial 5 projects to be constructed*:

1. Chestnut Hill and Halls Hill Road – link several multi-family developments to central sidewalk grid. Based on 350 lineal feet of sidewalk (\$20,125)
2. Linwood Avenue (South side) – former Stebbins Road to Church entrance driveway. Based on 330 lineal feet of sidewalk (\$18,975)
3. Dr. Foote Road (south side) from S. Main Street to westerly terminus of existing sidewalks. Based on 350 lineal feet of sidewalk and necessary retaining wall section (\$37,375)
4. Norwich Avenue repairs (South Side) – Repair aging sidewalk from Pleasant Street to William Johnston School – heavily traveled routes to school. Based on 1300 lineal feet of sidewalk (\$74,750)
5. Prospect Street between Westerly Terrace and Halls Hill Road – link dense housing area with town center and school zones. Based on 1,600 lineal feet of sidewalk and necessary retaining wall section (\$109,250)

*Cost Estimate by Town Engineer

TO: Gregg Schuster

FROM: Adam Turner

SUBJECT: 9.2 Acres of Open Space Land located within the White Oak Farm Conservation Subdivision.

DATE: October 14, 2010

MEMO

The Town has been offered a 9.2 acre parcel of land located within the White Oak Farm Subdivision. The parcel, located within an un-developed phase of the subdivision, is completely subject to a Conservation Easement. The owners, Sarah Mazur, Etta Isenberg, Ada Nidzon, and Faye Peltz originally retained the parcel to dedicate it to a passed family member, entitling the parcel with signage, "Jack Nidzon Preserve". The family now offers the land to the town.

On August 9, 2010, the proposed purchase was reviewed and recommended by the Open Space Committee. The Colchester Conservation Commission unanimously recommended the acceptance of the land and the Conservation Easement as proposed in the above referenced subdivision on August 11, 2010 with a condition that the entire parcel be marked with Conservation Easement markers (As stated within the Quit claim Deed) prior to the acceptance from the Town.

Attached are the Quit Claim Deed and a map highlighting the parcel.

The Board of Selectman forwarded these matters to the Planning and Zoning Commission and the Board of Finance for their review under the CT Statutes 8-24 review. Both commissions favorably supported the transfer at their respective meetings on October 8, 2010.

Recommended Motion – Move to accept the property transfer of 9.2 Acres of land (as shown on Map 1 and included within the deed included) within the White Oak Farm subdivision from the owners Sarah Mazur, Etta Isenberg, Ada Nidzon, and Faye Peltz and to authorize the first selectman to sign all documents and prepare form and other materials as needed to complete the transfer.

QUIT CLAIM DEED

Know All Men By These Presents,

That, **PONSETT RIDGE, LLC**, a Connecticut Limited Liability Company, having an office in the Town of Chester, County of Middlesex, and State of Connecticut, for divers good causes and considerations thereunto moving, especially for NO CONSIDERATION received to its full satisfaction of **SARAH MAZUR** of Deerfield Beach, Florida, **ETTA ISENBERG** of Swan Lake, New York, **ADA NIDZON** of Swan Lake, New York, and **FAYE PELTZ** of Woodsburgh, New York, has remised, released, and forever quitclaimed, and does by these presents, for itself and its successors and assigns, justly and absolutely remise, release, and forever, QUIT CLAIM unto the said Releasees, their heirs and assigns, forever, as tenants-in-common, all such right and title as the said Releasor has or ought to have in and to a certain piece or parcel of land, together with all improvements thereon, situated off the southerly side of Lebanon Avenue (Conn. Route 16) in the Town of Colchester, County of New London and State of Connecticut, being shown and designated as "Parcel A Area = 399,936 S.F.± = 9.2 Ac.±" on a map entitled "Open Space Conservation Area Plan Property of Sarah Mazur - Etta Isenberg - Izhak Nidzon - Faye Peltz Lebanon Avenue - Conn. Route 16 Colchester, Connecticut Date: August 26, 2005 Scale 1" = 100' Angus McDonald/Gary Sharpe & Associates, Inc." which map is to be filed in the Colchester Town Clerk's office, to which map reference is hereby made and may be had for a more particular description of said premises, being bounded and described as follows:

Beginning at a point a distance of 2,753.51 feet from a Connecticut Highway Department monument on Connecticut Route 16, when measured along a course of S 01°50'01" E, which monument is the northwest corner of premises conveyed by the Grantees herein to the Grantor herein on even date herewith; proceed thence the following courses and distances along other land conveyed on even date herewith by the Grantees to the Grantor herein:

- S 71°38'57" E, 97.91 feet;
- S 43°53'37" W, 157.83 feet;
- S 47°46'00" E, 262.27 feet;
- S 56°36'50" E, 222.51 feet;
- S 56°20'25" E, 159.80 feet;
- S 38°47'33" E, 152.01 feet;
- S 76°06'49" E, 159.57 feet;
- S 04°48'54" E, 26.09 feet;

"No Conveyance Tax collected"

Nancy A. Bray

Town Clerk of Colchester

NANCY A. BRAY
TOWN CLERK

RECEIVED
COLCHESTER, CT
05 AUG 31 PM 5:01

Thence along the arc of a curve extending in a general southerly direction, having a radius of 375.00 feet, a distance of 147.98 feet to a point; thence

- N 72°12'16" W, 229.37 feet;
- S 62°20'28" W, 106.39 feet;
- S 62°20'28" W, 157.88 feet;

#3312

Easement as defined in Connecticut General Statutes Section 47-42a through 47-42c, as amended, for the purposes and under the terms and conditions set forth herein, as follows:

PURPOSES

1. To have the premises herein conveyed (hereinafter referred to as the "Conservation Easement Area") remain in a natural and open condition in order for it to fulfill its present historic, scenic, vegetative, wildlife and/or hydrologic functions, subject to the Exceptions hereinafter set forth, and, subject to the approval of the Town of Colchester or any agency thereof to whom the authority and jurisdiction over subdivision open space dedication is assigned, to be known in perpetuity as the "Jack Nidzon Preserve".
2. To permit the Grantor, the Town of Colchester or any agency thereof to whom the authority and jurisdiction hereunder is assigned, or to any governmental body, charitable corporation or trust whose purposes include conservation of land or water areas, or preservation of buildings or sites of historical significance, to whom the Grantor or the Town of Colchester may assign this right, to enforce by proceeding in equity, pursuant to Connecticut General Statutes Sections 47-42b and 47-42c, as amended, the covenants hereinafter set forth, including but not limited to, the right to require the restoration of the Conservation Easement Area to the condition at the time of this grant, except as modified by rights reserved under Exceptions. Any costs incurred in enforcing the terms of this easement against any violator including without limitation, costs of suit and attorneys' fees, shall be borne by the violator.
3. To enable the Grantor, the Town of Colchester or any agency thereof to whom the authority and jurisdiction over subdivision open space is assigned, or to any governmental body, charitable corporation or trust whose purposes include conservation of land or water areas, or preservation of buildings or sites of historical significance, to whom the Grantor or the Town of Colchester may assign this right, to enter the Conservation Easement Area at all reasonable times for the purpose of inspecting the Conservation Easement Area to determine if the Grantee, their heirs, successors and assigns, are complying with the covenants and purposes of this grant.
4. To effectuate the provisions of any approval issued to the Grantor by the Zoning and Planning Commission of the Town of Colchester with respect to the subdivision of property of the Grantor within which the premises herein described are located.

7. There shall be no dumping or placing of trash, ashes, leaves, waste, rubbish, garbage, soil or junk upon the Conservation Easement Area. In the event that such materials are placed on the Conservation Easement Area, the owner of said portion of the Conservation Easement Area upon notice from the Grantor, the Town of Colchester or any agency thereof to whom the authority and jurisdiction over subdivision open space is assigned, or to any governmental body, charitable corporation or trust whose purposes include conservation of land or water areas, or preservation of buildings or sites of historical significance to whom the Town of Colchester may assign this right, shall remove said materials within thirty (30) days of such notice.
8. There shall be no storage or placement of any equipment, natural or man-made materials or substances upon the Conservation Easement Area.

The Grantor, or its successors or assigns, does not waive or forfeit the right to take action as may be necessary or required in order to insure compliance with said covenants and/or the purposes of this grant by any prior failure to act.

The Grantor, or its successors or assigns, shall have the right, but not the obligation, to enter upon the Conservation Easement Area for the purpose of pruning and thinning of live trees, removal of dead trees and brush, planting of trees, shrubs, or other vegetation for the purpose of enhancing wildlife or aesthetic quality.

EXCEPTIONS

The Grantor, its successors and assigns may enter upon the Conservation Easement Area to conduct such activities as authorized by the Town of Colchester or its Zoning and Planning Commission in connection with the subdivision of the of the property of the Grantor within which the premises herein described are located, specifically including but not limited to the construction, repair, replacement and maintenance of detention basins and stormwater management facilities, sloping easements for adjacent roadways and such trails, walking paths and like facilities which the Town of Colchester or any agency thereof to whom the authority and jurisdiction hereunder is assigned, or to any governmental body, charitable corporation or trust whose purposes include conservation of land or water areas, or preservation of buildings or sites of historical significance, to whom the Grantor or the Town of Colchester may assign this right, may wish to construct repair, replace or maintain on the Property consistent with its open space purposes.

The Grantor or the Grantees with the written consent of the Town of Colchester, acting by and through its designated Commission or Agent, or the Town of Colchester or any agency thereof to whom the authority and jurisdiction hereunder is assigned, or to any governmental body, charitable corporation or trust whose purposes include conservation of land or water areas, or preservation of buildings or sites of historical significance, to whom the Grantor or the Town of Colchester may assign this right, may enter upon the Conservation Easement Area to conduct the following activities:

Preserve and contain a dedication from the family in permanent engraved letters as permitted by the by the Town of Colchester or its Zoning and Planning Commission

3. Said placards shall be placed along each area of frontage on a town road with clear, unobstructed visibility, as may be approved in connection with the subdivision of the property of the Grantor, within which the premises herein described are located, which premises shall be maintained in a good, neat and clean condition at all times.

LIMITATION ON RIGHT TO AMEND

If circumstances arise under which an amendment to or modification of this easement would be appropriate, the Grantor and the Town of Colchester or any agency thereof to whom the authority and jurisdiction hereunder is assigned, or to any governmental body, charitable corporation or trust whose purposes include conservation of land or water areas, or preservation of buildings or sites of historical significance to whom the Town of Colchester may assign this right, and Grantee may jointly amend this easement, provided that no amendment shall be allowed that will affect the qualification of this easement or the status of the Town of Colchester under any applicable laws including Sections 47-42a through 47-42c of the Connecticut General Statutes, as amended, or Section 170(h) of the Internal Revenue Code of 1986, as amended; and any amendment shall be consistent with the purpose of this easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the land records of the Town of Colchester, Connecticut.

CONDEMNATION

If the Conservation Easement Area, or any part thereof, shall be taken by condemnation, then this easement shall automatically terminate as to that portion of the Conservation Easement area taken.

SUCCESSORS

The terms "Grantor" and "Grantee" shall at all times in this instrument be deemed to include the term, "its successors and assigns."

Reserving unto the Grantor, its successors and assigns the right to enter upon the Conservation Easement Area and to conduct thereon such activities as authorized by the Town of Colchester or its Zoning and Planning Commission in connection with the subdivision of the of the property of the Grantor within which the premises herein described are located, specifically including but not limited to the construction, repair, replacement and maintenance of detention basins and stormwater management facilities, sloping easements for adjacent roadways and such trails, walking paths and like facilities

To Have and to Hold the premises unto the said Releasees and to their heirs and assigns, to the only use and behoof of the said Releasees, their heirs and assigns forever, subject, however, to the CONDITION SUBSEQUENT and REVERTER provisions set forth herein; so that neither the Releasor nor any other person or persons in its name and behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every of them shall by these presents be excluded and forever barred, except as expressly set forth herein.

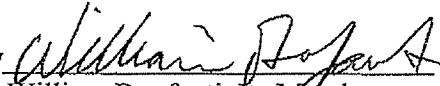
In Witness Whereof, the Releasor has hereunto set its name and seal this 30th day of August in the year of our Lord two thousand and five.

Signed, Sealed and Delivered in the presence of:



Madeline A. Swain

PONSETT RIDGE, LLC

By 
William Bonfanti, Its Member

STATE OF CONNECTICUT)

ss. Old Saybrook

COUNTY OF MIDDLESEX)

On this the 30th day of August, 2005, before me, the undersigned officer, personally appeared William Bonfanti, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, as his free act and deed and the free act and deed of Ponsett Ridge, LLC.

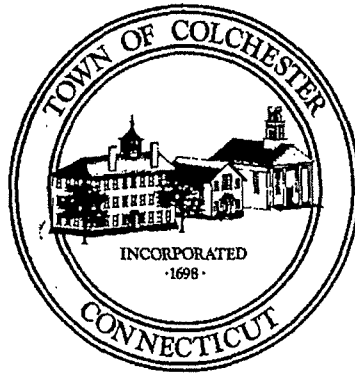
In Witness Whereof, I hereunto set my hand and official seal.



Commissioner of the Superior Court
Notary Public

Latest address of Grantee:

Sarah Pagur
P.O. Box 411
Swan Lake, N.Y. 12783



TOWN OF COLCHESTER
BOARD OF FINANCE – REGULAR MEETING
TOWN HALL
127 NORWICH AVENUE
Wednesday, October 6th, 2010 – 7:00 p.m.

HAROLD A. BRAY
TOWN MANAGER

Harold A. Bray

RECEIVED
COLCHESTER, CT
2010 OCT - 8 PM 3:42

MINUTES

MEMBERS PRESENT: Chairman Bruce Hayn, John Ringo, Robert Tarlov, Cathy Pompei, and Robert Esteve

MEMBERS ABSENT: Michael Caplet

OTHERS PRESENT: First Selectman Schuster, Maggie Cosgrove, Treasurer Gregg LePage, M. Tate, N. Bray, R. Goldstein, S. Soby, R. Blessing, C. Wardrop, Candace Barnes (clerk), and other citizens.

1. CALL TO ORDER

Chairman Hayn called this Regular Meeting to order at 7:00p.m.

2. APPROVAL OF PREVIOUS MEETING MINUTES

2.1 September 15th, 2010 Regular Meeting

J. Ringo moved to table the accepting of the minutes of the September 15th, 2010 Regular Meeting of the Board of Finance until the October 20th 2010 meeting, seconded by R. Tarlov. All other members present voted in favor. MOTION CARRIED

3. CITIZENS COMMENTS: None

4. ADDITIONS TO THE AGENDA.

Motion was made by J. Ringo to move item 10.2 "MIRMA Update" up to item 4.1 and to add item 4.2 "Sidewalk Plan" and item 4.3 "White Oaks Open Space Transfer". Seconded by C. Pompei. All other members present voted in favor. MOTION CARRIED

4.1 MIRMA Update: M. Cosgrove introduced C. Wardrop of USI Connecticut and together they discussed the MIRMA Assessment.

4.2 Sidewalk Plan: A. Turner presented Sidewalk Plan.

4.3: White Oaks Open Space Transfer: A. Turner presented the White Oaks Open Space Transfer. J. Ringo moved to approve the "White Oaks Open Space Transfer" provided the town would not be responsible for sidewalk installation costs, seconded

by R. Esteve. C. Pompei abstained. All other members present voted in favor.
MOTION CARRIED.

5. DEPARTMENT REPORTS

5.1 Finance Department. None

5.2 Tax Collector. None

6. FIRST SELECTMAN'S REPORT

6.1 Selectman's Agenda:

6.1.1 Transfer Requests

None

6.1.2 First Selectman's Update

First Selectman Schuster gave his report

7. CORRESPONDENCE None

8. LIAISON REPORT

C. Pompei reported on the Fire Commission and the Library. R. Esteve reported on the Board of Education. R. Tarlov reported on Economic Development Commission.

9. OLD BUSINESS

9.1 Discussion and Possible Action on Strategic Planning 2011-2012

None

10. NEW BUSINESS

10.1 Vehicle Plan for Fire Department Draft

M. Cosgrove presented a draft of the Vehicle Plan for Fire Department

10.2 Town Clerk Map Copier: N. Bray presented copier options. J. Ringo made a motion to approve \$9,999 from Equipment Reserve Budget for a new map copier, seconded by C. Pompei. All other members present voted in favor.

MOTION CARRIED.

10.3 CIP Process: G. Schuster presented Capital Improvement Process Draft.

**B. Hayn gave positive feedback after having attended the CCM meeting.

11. ADJOURNMENT

J. Ringo moved to adjourn at 8:43 p.m., seconded by R. Esteve. All other members present voted in favor. **MOTION CARRIED.**

Respectfully submitted,

Candace Barnes
Clerk

**COLCHESTER PLANNING AND ZONING COMMISSION
REGULAR MEETING MINUTES
WEDNESDAY, OCTOBER 6, 2010
TOWN HALL, 127 NORWICH AVENUE, COLCHESTER, CT
7:00 P.M.**

MEMBERS PRESENT: Chairman Joseph Mathieu, Tom Kane, Mark Noniewicz, David Gesiak, and Linda Hodge
Alternates: James Miller and John Novak

MEMBERS ABSENT: John Rosenthal and Stacy Brown

STAFF PRESENT: Adam Turner, Planning Director; Craig Grimord, Assistant Planner/Zoning Enforcement Officer; Gail Therian, Clerk; Stan Soby, Board of Selectman Liaison;

1. **CALL TO ORDER** –Chairman Mathieu called the meeting to order at 7:00 p.m.

2. **Roll Call**

Chairman Mathieu asked the clerk to note those in attendance. J. Novak and J. Miller were seated as voting members.

3. **Additions to Agenda**

C. Grimord asked that under Item 7 "New Business & Application Received" the following be added as Item C: "ZC #10-198 Industrial to Commercial – South Side of Lebanon Avenue – Mill St. – Int w/ Windam Ave."

A. Turner asked that under Item 10, "Old Business" the following be added as Item B: "Discussion on Przekopski vs. Town of Colchester". He also asked that under Item 11 "Planning Issues and Discussions" the following item be deleted: Item A "Development Procedures – Definitions" and Item "B" be taken in two parts: Item A: State STEAP Grant – Sewer & Water, Item B: State STEAP Grant – Sidewalks – Lebanon Avenue to Town Center.

Motion by L. Hodge, seconded by M. Noniewicz to make these amendments to the agenda. **Motion carried unanimously.**

4. **Minutes of Previous Meeting** - Regular Meeting – September 15, 2010

Motion by J. Miller, seconded by John Novak to approve the Minutes of the September 15, 2010 meeting as presented.
Abstentions: M. Noniewicz, T. Kane and L. Hodge All others in favor **Motion carried**

5. **Public Hearings** - None

6. **Preliminary Reviews** - None

7. **New Business & Applications Received**

- A. **SE#10-003-Lawrence Darling/Darling Estates, LLC, Applicant/Owner:** Special Exception application per Section 6.7 & 11.8 for excavation of sand & gravel at 148 Westchester Rd., Map #05-14, Lot #071-000, General Commercial/R-80 Zones. Property is located on the west side of Westchester Rd., opposite the intersection of Cato Corner Rd. and Westchester Rd. (Public Hearing Scheduled for October 20, 2010)

C. Grimord told the Commission that this application for excavation is set for Public Hearing on October 20, 2010. The application is complete and has been approved by the Conservation Commission.

Chairman Mathieu, T. Kane and M. Noniewicz said that they would not be able to attend the October 20, 2010 meeting due to work commitments. Discussion followed and it was decided that the Public Hearings scheduled for the October 20, 2010 meeting would be opened at the meeting and continued to November 3, 2010. If any testimony is taken during the Public Hearing the members not present will need to listen to audio portion of the meeting before the November 3rd meeting.

- B. **CGS #10-040 – Town of Colchester;** Referral from the Colchester Open Space Committee for a review and report on the property transfer of a 9.2 acre parcel of land located within the White Oak Farm Subdivision.

RECEIVED
OCTOBER 8 9:41
TOWN OF COLCHESTER, CT
NANCY A. TERRY
PLANNING DIRECTOR

A. Turner told the Commission that this referral is of transfer to the Town of a 9.2 acre parcel of land Town located within the White Oak Farm Subdivision. The parcel is in the un-developed phase of the subdivision and is currently subject to a Conservation Easement. He explained that the family who owned the property prior to subdivision retained this parcel in order to dedicate a nature preserve as the "Jack Nidzon Preserve". The family has now decided to donate the land to the Town as Open Space. This transfer has been recommended by the Open Space Committee and the Conservation Commission and referred this to the Planning and Zoning Commission for review and report to the Board of Selectmen under the CGS§ 8-24 process. Discussion followed regarding location of the parcel and the maintenance of the sidewalks.

Motion by M. Noniewicz, seconded by L. Hodge to forward a favorable report to the Board of Selectmen for the property transfer of a 9.2 acre parcel of land located within the White Oak Farm Subdivision. **Motion carried unanimously.**

C. ZC #10-198 Industrial to Commercial – South Side of Lebanon Avenue – Mill St.– Int w/Windam Ave.

C. Grimord said that this application is scheduled for Public Hearing at the October 20, 2010 meeting. He showed the area to be changed from Industrial to Commercial on the Zoning map.

A. Turner told the Commission that the other side of the road is already zoned Commercial and that the S & S Worldwide parcel of land that the headquarters is located on will remain Industrial, but will have a portion adjacent to Lebanon Ave. be zoned for Commercial.

The applicant on both applications scheduled for Public Hearing on October 20, 2010 will be notified that the Public Hearing will open but will need to be continued to the November 3, 2010 meeting.

8. Five Minute Session for the Public – No one spoke

9. Pending Applications

A. SDP#10-009-M&J Auto Recycling, Applicant, 524 New London Road – Application to re-establish the auto junkyard at the former site of Marvin's Auto Salvage (Application received 9/1/10)

C. Grimord told the Commission that a letter dated October 6, 2010 from Atty. Theodore A. Harris withdrawing this application was received and that a new application will be submitted when revised plans are completed. He has checked the site on October 6, 2010 and all E & S controls are in place and functioning properly.

B. Administrative Review for 2 year Renewal of EMPAR Permit (SE#07-267) and Excavation Permit (SE#07-262)

C. Grimord told the Commission that revised plans have not yet been received.

A. Turner told the Commission that staff had a meeting with the applicant and he is aware of the many significant comments that need to be addressed. He explained the Administrative review process. Discussion followed regarding the outstanding comments, the need for a full report, and alternative actions if the plan and the report are not received in a timely manner.

10. Old Business –

A. Expiration of SUB#07-402 – Lloyd Bowden, Applicant, Abigail in Colchester, LLC owner, 12-lot Phase 1 subdivision of 45.76 acres of a 130.2 acre parcel, 22 Bulkeley Hill Road, R-60 Zone.

C. Grimord told the Commission that originally the owner had requested that this subdivision be expired and the bond to be released. A letter was received from Regional Financing Co., LLC dated October 4, 2010 informing the Commission that the bond premium has been paid and in good standing at this time and to withdraw the request to expire the subdivision. A copy of the letter was distributed to Commission members.

B. "Discussion on Przekopski vs. the Town of Colchester"

A copy of the "Memorandum of Decision" on this case was distributed to the Commission. A. Turner explained that the Superior Court dismissed this case. He said the Court based this decision on the facts that the denial of the plaintiff's application was based on findings in accordance with Colchester Zoning Regulations and substantial evidence.

11. Planning Issues & Discussions

A. Development Procedures – Definitions

This item was deleted from the Agenda.

B. State STEAP Grant

a) Sewer & Water

A. Turner told the Commission that the Town was awarded a State STEAP Grant for \$175,000 to develop a plan to provide public utility service to areas South and Southeast of the Termination Point just south of the Wendy's Restaurant. The money will be used to hire a consultant to develop a Water & Sewer Plan and a consultant to develop a fiscal strategy. He explained that the study area has been broken down to 20 parcels and the goal is to create a base map with the development information included on each parcel.

b) State STEAP Grant – Sidewalks – Lebanon Avenue to Town Center

A. Turner told the Commission that the Town has received a STEAP Grant of \$285,000 for a streetscape project. This grant money will be used to construct sidewalks in the Lebanon Avenue to the Town Center area. He believes this will be a good area to concentrate on economic development once the sidewalks are completed.

Chairman Mathieu congratulated A. Turner on his work to obtain these grants for Town of Colchester.

12. Zoning Enforcement Officer's Report – None

13. Correspondence

14. Adjournment

Motion by M. Noniewicz, seconded by L. Hodge to adjourn at 7:40 p.m. **Motion carried unanimously.**

Gail N. Therian, Clerk

Gregg Schuster




First Selectman

MEMORANDUM

To: Board of Selectmen

Cc: Ron Goldstein, Board of Education Chairman
Bruce Hayn, Board of Finance Chairman

From: Gregg Schuster, First Selectman 

Date: 10/18/10

Re: Ad-Hoc Facility Committee

At the 9/14/10 Board of Education meeting, the board voted to appoint members of an Ad-Hoc Facility Committee with the understanding that the Board of Selectmen would form this committee. The charge of this committee is to review and discuss the needs of the William J. Johnston Middle School as identified in the 2007 Facility Study completed by Lawrence Associates and make recommendations for next steps to the full Board. This committee will be in a position to take input from the Senior Center Study Group and other sources.

Recommended Motion – “Move to form the Ad-Hoc Facility Committee comprised of two members of the Board of Education, two members of the Board of Finance, and two members of the Board of Selectmen as selected by their respective boards.”

Town of Colchester
127 Norwich Avenue
Suite 202
Colchester, CT 06415

Gregory J. Plunkett
Director of Facilities and Operations
gplunkett@colchesterct.org

Tel. (860) 537-2296
Fax. (860) 537-1252
Cell (860) 303-0125

October 21, 2010

TO: Board of Selectmen
FROM: Greg Plunkett
RE: Facility Use Policy

Attached is a copy of the Facility Use Policy for Town Facilities. It has been reviewed by all Department Heads and incorporates the policies that already exist for Cragin Memorial Library and the Parks and Recreation Department.

RECOMMENDED MOTION:

Move to accept the Facility Use Policy as presented and incorporate it into the Town of Colchester Policy Manual.

Town of Colchester

October 2010

Proposed Facility Use Policy

Use of Town Facilities

The Board of Selectmen recognizes the Colchester citizens' investment in Town facilities (buildings, grounds and equipment). Use of these facilities by our community is encouraged for cultural, civic, social, governmental, educational and recreational purposes when such use, as permitted by law, is sponsored by responsible individuals, organizations, agencies or institutions and where such use does not hinder the programs and activities of the Town of Colchester.

Programs and activities of the Town of Colchester will be given priority when scheduling Town facilities. All facilities, grounds, buildings and equipment shall be in the charge and control of the First Selectman or his/her designee.

A uniform system to regulate the use of these facilities to promote the goals of the Town and to fairly balance competing community interests for these limited resources will be established.

If a request is denied for use of Town facilities, the decision may be appealed to the First Selectman and may be further appealed to the Board of Selectmen.

Use of Town Facilities

1. Application Requirements

1.1 The following are required items:

- All forms completed in their entirety
- “Indemnification and Release”
- The First Selectman may require certain activities to supply a certificate of Liability/Property Damage Insurance naming the “Town of Colchester” as an additional insured.

1.2 Forms required for special circumstances:

- Fire Marshall Approval Form
- Use of Equipment Form.
- Payment for applicable fees, check made payable to "Treasurer, Town of Colchester."
- Any needed waivers as determined by the First Selectman and/or his/her designee.

2. Fees

2.1 Custodial fees will be charged to all applicants who do not meet the criteria of Section 3 or when special custodial services and/or work hours are required. Custodial fees must be paid at the time of application.

2.2 For kitchen utilization, fees shall be charged for staff as required for safe use of kitchen equipment. Kitchen fees must be paid before a Facilities Use Permit is issued.

Fees - continued

- 2.3 A rental fee shall be charged to those who do not meet the criteria for free use as specified below. Rental charges must be paid at time of application.
- 2.4 All fee schedules will be determined by the Board of Selectmen
- 2.5 Checks shall be made payable to **"Treasurer, Town of Colchester."**

3. Free Use Criteria

Town facilities may be used without a fee if the activity is held during the regular custodial workday and meets the following:

- 3.1 Use by the Town of Colchester, the State of Connecticut, and the United States of America's boards, commissions and departments.
- 3.2 Use by a non-profit organization, whose non-profit status is determined by the U.S. Internal Revenue Service, which use is for the benefit of the Colchester community.
- 3.3 Use by a Colchester group/individual, which has not obtained non-profit status, for an activity which benefits Colchester residents.
- 3.4 In certain instances a deposit may be required at the time of application.
- 3.5 There is a charge for using the meeting rooms at the Fire Department, the pavilion at the Recreation Complex, and athletic fields for non-endorsed leagues.

4. Application Process and Approval

- 4.1 Town events will take priority over all other scheduled events. Every effort will be made to not reschedule community events; however, if the Town needs to reschedule a community activity due to unavoidable circumstances, the Town will notify the sponsors and help them reschedule. Major community events that involve a large number of participants and advance advertising will only be rescheduled if an emergency arises which makes cancellation unavoidable.
- 4.2 Requests for use of all Town facilities, must be approved by the Department Head responsible for the facility being requested at least three weeks prior to the date of use. Application will be approved or denied within five (5) working days of receipt.
- 4.3 Requests for use of athletic fields will be made to Colchester Parks and Recreation and be considered according to their use policy.

- 4.4 Applications shall be approved on a first come, first served and space available basis.
- 4.5 Criteria for denying an application:
- An application shall not be approved unless all necessary information and documentation is provided.
 - Applicants who reserve a facility and subsequently do not use the facility without notifying the department office before the event may be denied future use and/or have other Facilities Use Permit(s) revoked.
 - Previous misuse of a facility by the applying organization.
 - Failure to pay for damages caused by the applying organization.
 - Failure of the applying organization to take appropriate precautions to ensure the safety of the participants.
 - Determination that a use is inappropriate for the facility.

5. Facility Use Rules

The following shall be adhered to:

- 5.1 All posted rules shall be followed.
- 5.2 No alcohol, illegal drugs, weapons, or tobacco products are permitted in Town facilities or on Town grounds unless otherwise authorized by Connecticut General Statutes.
- 5.3 Trash will be placed in provided receptacles or in an area designated by the staff member on duty.
- 5.4 Applicants using the facilities are responsible for providing for the safety of all participants.
- 5.5 No motorized vehicles of any type shall be operated on Town lawns, sidewalks, fields, wooded areas or playgrounds, whether paved or not, unless specifically permitted by the Department Head.
- 5.6 The applicant or designee shall have a copy of the Facilities Use Permit with them when using the facility.
- 5.7 The First Selectman and/or designee shall appoint a staff member to be in charge of the facility whenever it is in use. That staff member may immediately terminate the activity because of health or safety hazards presented or because Town property is jeopardized.

- 5.8 Users may not adjust or move Town equipment other than tables or chairs unless authorized. Staff members will be responsible for adjusting and moving other equipment.
- 5.9 Only those facilities for which the permit is granted may be used. The staff member in charge may substitute a facility in consultation with the organization's designated site supervisor should the need arise.
- 5.10 All indoor programs may not begin before 7:00 a.m. and must be completed by 9:00 p.m. Exceptions may be granted by the First Selectman.
- 5.11 Facilities and equipment used shall be protected and safeguarded by the permit holder. A staff member will inspect the facilities for cleanliness and/or damage at the termination of the use. The permit holder will be billed for any extra clean-up needed or damage caused during the activity.

6. Appeal Process

- Any applicant denied a Facility Use Permit may submit a signed letter requesting reconsideration of the application to the authority which issued the denial. That authority shall have five (5) working days to respond.
- Any applicant denied a permit at Step 1 may appeal in writing to the First Selectman within ten (10) working days of the date of denial of reconsideration. The appeal shall include a copy of the original application and a copy of the denial of the reconsideration, as well as the reason for the appeal. The First Selectman and/or his/her designee shall respond within ten (10) working days.
- Any applicant denied a permit by the First Selectman may appeal that decision in writing to the Board of Selectmen. The appeal must be made within ten (10) working days of the date of the First Selectman and/or his/her designee denial and shall include a copy of the original application and both denials, and the reason for the appeal. Should the organization not be satisfied with the response, they may file a written request for a meeting with the Board of Selectmen. The Board will consider the matter and will respond to the requesting organization within thirty (30) days of receipt of the request.

7. Equal Access

In accordance with Public Law 98-377, Title VIII - The Equal Access Act, the Board of Selectmen will grant equal access without discrimination within the meaning of the law.

8. Facilities Available

There are meeting rooms available at Town Hall, Fire Department Co #1, and Cragin Memorial Library. In addition the Town Green, Ruby Cohen Woodlands and athletic fields and the pavilion at the Recreation Complex are available for community use. Reservations can be made by contacting the responsible department directly.