

Gregg Schuster



First Selectman

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*Nancy A. Bray*  
NANCY A. BRAY  
TOWN CLERK

**Board of Selectmen Regular Meeting Minutes  
Thursday, August 5, 2010  
Colchester Town Hall**

**Meeting Room 1 – 7:00 pm**

**REVISED**

**MEMBERS PRESENT:** First Selectman Gregg Schuster, Selectman Rosemary Coyle, and Selectman Stan Soby.

**MEMBERS ABSENT:** Selectman Greg Cordova and Selectman James Ford,

**OTHERS PRESENT:** Derrik Kennedy, Rob Tarlov, Al Hemingway, Ryan Blessing, and Katy Naly.

1. **Call to Order**  
First Selectman Gregg Schuster called the meeting to order at 7:00p.m.
2. **Additions to the Agenda**  
R. Coyle moved to add "Approve minutes of the July 15, 2010 Commission Chairmen Meeting", as agenda item #4, remove agenda items #9, #10, #11, #12 and renumber accordingly, seconded by S. Soby. Unanimously Approved. MOTION CARRIED.
3. **Approve Minutes of the July 15, 2010 Board of Selectmen Regular Meeting**  
R. Coyle moved to approve the minutes of the July 15, 2010 Board of Selectmen regular meeting with the change of listing the names of the selectmen who approved agenda item #19, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
4. **Approve Minutes of the July 15, 2010 Commission Chairmen Meeting**  
R. Coyle moved to approve the minutes of the July 15, 2010 Commission Chairmen meeting, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
5. **Citizen's Comments**  
None.
6. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
  - a. **Economic Development Commission. Resignation of Jeffrey M. Koonankeil.**  
R. Coyle moved to accept the resignation of Jeffrey M. Koonankeil from the Economic Development Commission with regret, seconded by S. Soby. Unanimously Approved. MOTION CARRIED.

7. **Budget Transfers**

None.

8. **Tax Refunds & Rebates**

S. Soby moved to approve tax refunds in the amount of \$287.60 to Edward & Dawn DiLorenzo, \$32.09 to Patrice Ashburner Smith, \$18.55 to Robert & Cari Willson, \$49.64 to Gary & Robin Blankenship, \$17.55 to Richard & Bonnie Aikin, \$232.15 to Christian & Patricia Roy, \$49.54 to Scott Gould, and \$75.21 to Norman Albert, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

9. **Discussion and Possible Action on Resolution Accepting Memorandum of Agreement between Town of Colchester and Connecticut Department of Public Safety**

S. Soby moved to approve and accept the resolution regarding the Tele Atlas GIS Data Memorandum of Agreement between the Town of Colchester and the Connecticut Department of Public Safety and to authorize the First Selectman to sign all necessary documents, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

10. **Citizen's Comments**

None

11. **First Selectman's Report**

First Selectman G. Schuster reported on a regionalization meeting held at the Colchester Town Hall on Wednesday, July 28, with surrounding municipal CEOs and created three subcommittees to discuss in further detail the areas of public safety, parks & recreation, and purchasing; a meeting he attended in Meriden put on by the State Police regarding regionalization of State Police services; the new voter notification signs made for the Town by Eagle Scout-nominee Gavin Winchell; and an upcoming tabletop exercise on October 2 for emergency preparedness.

12. **Liaison Report**

S. Soby commented on the Police Commission regarding the hiring of future officers.

13. **Adjourn**

R. Coyle moved to adjourn at 7:09p.m., seconded by S. Soby. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Derrick M. Kennedy  
Executive Assistant to the First Selectman

Attachments:

- Resignation Letter from Jeffrey M. Koonankeil
- Resolution and Memorandum of Agreement between the Town of Colchester and Connecticut Department of Public Safety

## Gregg Schuster

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**From:** Jeffrey Koonankeil [jkoo9@hotmail.com]  
**Sent:** Saturday, July 17, 2010 4:04 PM  
**To:** Gregg Schuster  
**Subject:** EDC Resignation

Dear First Selectman Schuster,

Please consider this formal letter of resignation from the Colchester Economic Development Commission effective immediately.

Thank you,

Jeffrey M. Koonankeil

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*Nancy A. Bray*  
NANCY A. BRAY  
TOWN CLERK

# Memo

**To:** Gregg Schuster

**From:** Marc Tate 

**Date:** 8/2/2010

**Re:** Tele Atlas GIS Data

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In the process of improving our GIS Data it was noticed that the Town does not have an updated street centerline. To save time and money I would like to acquire a copy of data purchased by the Department of Public Safety.

Before we can attain the information a signed Memorandum of Understanding needs to be provided to the Department of Public Safety along with a Motion from the Board of Selectmen.

**Recommended Motion:**

"Motion to approve accept the resolution regarding the Tele Atlas GIS Data Memorandum of Agreement between the Town of Colchester and the Connecticut Department of Public Safety and to authorize the First Selectman to sign all necessary documents"

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CONNECTICUT DEPARTMENT OF PUBLIC SAFETY  
AND**

**THE TOWN OF COLCHESTER**

***THIS AGREEMENT***, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the Connecticut Department of Public Safety, Office of Statewide Emergency Telecommunications, (hereinafter "DPS"), acting herein by its Acting Commissioner, Colonel Thomas Davoren, having a principal business address at 1111 Country Club Road, Middletown, Connecticut, and the Town of Colchester, (hereinafter the "Agency"), acting herein by Gregg Schuster, its First Selectman, duly authorized, having a principal office at 127 Norwich Ave, Colchester, CT 06415, is intended to set forth the parties' agreement with respect to certain mapping products obtained by DPS pursuant to an enterprise license between the State of Connecticut and the vendor of such products.

***WITNESSETH:***

***WHEREAS***, the State of Connecticut, acting by and through its Department of Information Technology, Contracts and Purchasing Division (hereinafter "DOIT"), has entered into a licensing agreement with Tele Atlas North America, Inc. (formerly Geographic Data Technology, Inc./GDT) (hereinafter "TANA"), allowing use by state agencies, municipalities, regional planning agencies and all political subdivisions of the state, their employees and contractors certain mapping products (hereinafter "the Products"). Such products are more particularly described in Attachment A to CT. Master Agreement Number B-03-008, attached hereto and incorporated herein;

***WHEREAS***, the DPS is responsible for financing certain costs of the Enhanced 9-1-1 system in Connecticut, as provided in Chapter 518a of the Connecticut General Statutes;

***WHEREAS***, the DPS desires to make the Products available to the Agency to facilitate the delivery of E-9-1-1 service to users of wireless telephones by providing latitude and longitude information to the Public Safety Answering Point (hereinafter the "PSAP") receiving wireless 9-1-1 calls and for the purpose of enhancing public safety response capabilities;

***WHEREAS***, the Agency has the authority to enter into this MOU pursuant to action of its First Selectman, and DPS has authority to enter into this MOU pursuant to Sections 4-8 and 29-1b of the Connecticut General Statutes;

***NOW, THEREFORE***, in consideration of the mutual covenants and conditions hereinafter stated, the parties agree as follows:

1. Use of the Products by the Agency is allowed by all authorized employees of, and contractors for, such Agency. For the purposes of this Agreement, the Agency means a state agency, municipality, regional planning agency or political subdivision of the state, their employees and contractors.
2. Use of the Products or their derivatives is strictly prohibited in an On-board Navigation System. For the purposes of this Agreement, an "On-board Navigation System" includes at least the following components installed in or on a vehicle: (a) a storage medium to store at least a portion of the Products or a certain database derived therefrom, (b) a Global Positioning System (GPS) unit, (c) a gyroscope and (d) a device to detect the wheel rotation of a vehicle.
3. Any product or services generated from the Products shall not be disclosed, licensed or sold, in whole or in part, to any third party, without TANA's express written permission, except that maps/reports may be freely distributed to the public.
4. Other than copies for use only, the Agency shall not distribute copies of the Documentation, or any part thereof, without the express written consent of TANA. Documentation shall be defined as any information about the Product distributed with the Products, including but not limited to user guides and derivatives. Copies may be made for backup and archival purposes. All copies made shall remain the property of TANA under the terms of this agreement.
5. The Products are and contain the copyrighted and trade secret property of TANA. TANA retains all rights not expressly granted.
6. The Agency hereby agrees to protect information belonging to TANA that is of a confidential or proprietary nature during the term of this agreement and thereafter.
7. The Agency hereby agrees to provide a written report of any errors it finds in the Products to DPS as soon after their discovery as practicable. Such notice shall be given to DPS in a format determined by DPS.
8. The Agency hereby agrees to notify DPS, in writing, if it discovers any violations of this agreement by its agents, employees or contractors.
9. The Agency agrees that at such time as the agreement between DOIT and TANA is terminated, that it shall immediately return to DPS any copies of the Products in its possession, delete all copies of the products from its systems and cease all use of the Products or any derivation thereof. The Agency shall provide DPS with an affidavit signed by an authorized representative attesting to its compliance with the aforementioned provisions.

10. The Agency agrees and acknowledges that this agreement may be terminated by either party following 30 days' written notice, except that DPS may terminate said Agreement for any breach of its terms upon 10 days' written notice. Upon such termination, the Agency shall immediately return to DPS any copies of the Products in its possession, delete all copies of the Products from its systems and cease all use of the Products or any derivation thereof and provide DPS with an affidavit signed by an authorized representative attesting to the Agency's compliance with the aforementioned provisions.
11. The Agency represents and warrants to DPS that it has duly authorized the execution and delivery of this agreement and the obligations assumed by it hereunder; that the Agency shall comply with all applicable state and federal laws and municipal ordinances in satisfying its obligations under and pursuant to this agreement; that the execution, delivery and performance of this agreement by the Agency shall not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following as applicable: (i) any provision of law; (ii) any order of any court or department; or (iii) any indenture, agreement, document, or other instrument to which it is a party or may be bound.
12. The Agency shall indemnify and hold harmless the State of Connecticut, the State of Connecticut Department of Information Technology, the State of Connecticut Department of Public Safety, their officers, agents, employees, commissions, boards, departments, divisions, successors and assigns from and against all actions (pending or threatened and whether at law or in equity in any forum), liabilities, damages, losses, costs and expenses, including but not limited to, reasonable attorneys' and other professionals' fees, resulting from (i) misconduct or negligent or wrongful acts (whether of commission or omission) of the Agency or any of its officers, representatives, agents, servants, consultants, employees or other persons or entities with whom the Agency is in privity of oral or written contract; (ii) liabilities arising directly or indirectly in connection with this agreement out of the acts of the Agency concerning its duties and obligations set forth in this agreement; and (iii) damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such claims and/or liabilities.
13. Executive Orders

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully

set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 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.

#### 14. Non-discrimination

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(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" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the 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).

- 15. Any and all amendments, changes, extensions, revisions, or discharges of this agreement, in whole or in part, on one or more occasions, shall not be invalid or unenforceable because of lack of or insufficiency of consideration, provided, however, that such amendments, extensions, revisions or discharges are in writing and executed by authorized representatives of all parties.
- 16. Notwithstanding any provisions in this agreement, DPS, through a duly authorized employee, may terminate the agreement whenever DPS makes a written determination that such termination is in the best interests of the State. DPS shall notify the Agency in writing of termination pursuant to this section, which notice shall specify the effective date of termination.
- 17. This agreement, its terms and conditions and claims arising therefrom shall be governed by Connecticut law and court decisions without giving effect to Connecticut's principles of conflicts of laws.

18. Nothing in this Agreement shall be construed as a waiver or limitation of sovereign immunity by the State of Connecticut, DPS or OSET.
19. Any notice required or permitted under this Agreement shall be deemed to be given when hand-delivered or one business day after pick by Emery Air Freight, Airborne, Federal Express, or similar overnight express services, in either case addressed to the parties below.

If to the Agency:

Attention: Name	<u>Gregg Schuster, First Selectman</u>
Agency	<u>Town of Colchester</u>
Street	<u>127 Norwich Ave</u>
City/Town, CT Zip	<u>Colchester, CT 06415</u>

If to the Department of Public Safety:

Attention: OSET Director or Designee  
 Office of Statewide Emergency Telecommunications  
 Department of Public Safety  
 1111 Country Club Road  
 Middletown, CT 06457-2329

This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations and agreements, whether written or oral, between them respecting the subject matter herein.

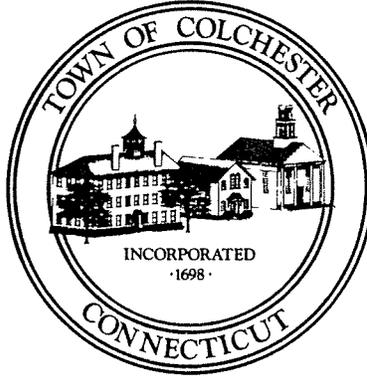
The parties each bind themselves, successors, assigns and legal representatives with respect to all covenants of this Agreement.

STATE OF CONNECTICUT  
 DEPARTMENT OF PUBLIC SAFETY

Date: \_\_\_\_\_ By \_\_\_\_\_  
 James M. Thomas  
 Its Acting Commissioner

TOWN OF COLCHESTER

Date: \_\_\_\_\_ By \_\_\_\_\_  
 Gregg Schuster  
 Its First Selectman  
 Duly Authorized



**AUTHORIZING RESOLUTION OF THE  
COLCHESTER BOARD OF SELECTMEN**

**CERTIFICATION:**

I, Nancy Bray, Town Clerk, do hereby certify that the following is a true and correct copy of a resolution adopted by the Colchester Board of Selectmen at its duly called and held meeting on August 5, 2010, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Colchester Board of Selectmen may enter into with and deliver to the State of Connecticut Department of Public Safety any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Gregg Schuster, First Selectman of the Town of Colchester, is authorized and directed to execute and deliver any and all documents on behalf of the of the Board of Selectmen and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents contemplated by such documents. The undersigned further certifies that Gregg Schuster now holds the office of First Selectman and that he has held that officer since November 16, 2009.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 6<sup>th</sup> day of August, 2010.

Nancy Bray  
Town Clerk