



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

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Bernie Dennler, First Selectman

Board of Selectmen Regular Meeting

May 16, 2024 - 7:00PM

Agenda

Colchester Town Hall Meeting Room 1 and Hybrid via Zoom

<https://us02web.zoom.us/j/86459127262?pwd=ZjE2U2lGTnlvQVhIbDBPL000RUtsdz09>

*All items on the agenda are subject to possible action*

1. Call to Order
2. Pledge of Allegiance
3. Correspondence
4. Citizen's Comments
5. Additions and Changes to the Agenda
6. Consent Agenda
  - a. Approve the Minutes from Regular Meeting May 2, 2024 **PAGE 3 - 6**
  - b. Authorize Tax Refunds **PAGE 7**
  - c. Authorize Commission on Aging Member Geraldine Transue to become an Alternate Member with a term to expire 12/31/2025 and for Commission on Aging Alternate Member William Otfinoski to become a Member with a term to expire 12/01/2026
  - d. Authorize First Selectman to sign the AFSCME Town Hall Clerical Union Collective Bargaining Agreement July 1, 2024 to June 30, 2028
  - e. Authorize the First Selectman to sign a contract renewal agreement with Casella Waste Management
7. Discuss the wording of the Naming Facilities/ Areas and Recognition Policy **PAGE 8**
8. Discuss and Act on modification to the Town Green Rental Agreement Policy for Farmers Markets
9. Discuss and Act on authorizing the First Selectman to sign agreements with Stephen Jager Associates, LLC for structural reports on two Town of Colchester properties
  - a. Colchester Youth Center located at 40 Norwich Ave, Colchester, CT 06415 **PAGE 9 - 11**
  - b. Colchester VFW/Senior Center Located at 95 Norwich Ave, Colchester, CT 06415 **PAGE 12 - 14**
10. Discuss and act on warning the Annual Budget Meeting for May 30, 2024
11. Liaison Reports

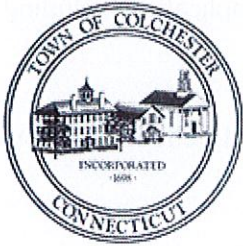
12. First Selectman Report

13. FOI Log updates

14. Citizen's Comments

15. Adjournment

Respectfully submitted,  
Bernie Dennler  
First Selectman



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

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Bernie Dennler, First Selectman

Board of Selectmen Regular Meeting

May 2, 2024 - 7:00PM

Minutes

Colchester Town Hall Meeting Room 1 and Hybrid via Zoom

*All items on the agenda are subject to possible action*

**Members Present:** First Selectman Bernie Dennler, Selectmen Art Shilosky, Rosemary Coyle, Denise Turner, and Cliff O'Donal.

**Others Present:** Joe Leone, Director of Public Works, Steve Hoffman, Fire Chief, Brad Bernier, Deputy Fire Chief, Tiffany Quinn Director of Parks and Recreation, Tim Vaillancourt, Board of Finance Liaison. Members from Parks and Recreation Commission: Kristin Moody, Chair, Brenda Kniska, Amy Domieka, Nola Weston, and Rosanne Tousignant.

## 1. Call to Order

B. Dennler called the meeting to order at 7:00pm

## 2. Pledge of Allegiance

B. Dennler led the Pledge of Allegiance.

## 3. Correspondence

No correspondence was submitted.

## 4. Citizen's Comments

Skip Sparks spoke about the new Recreational Needs and Coordination Committee and hopes for a focus on a turf field at Bacon.

Brett Mahon spoke about the state of Colchester's recreation fields.

Vince Rose spoke about this year's budget process and thanked those involved for good conversations and information provided.

## 5. Additions and Changes to the Agenda

*R. Coyle MOVED to add item #16 A discussion by J. Leone on the status of the Town Wells. C. O'Donal SECONDED. MOTION CARRIED 5:0.*

## 6. Consent Agenda

- a. Approve the Minutes from Special Meeting April 18, 2024
- b. Approve the Minutes from Regular Meeting April 18, 2024
- c. Authorize Tax Refunds



- d. Authorize the First Selectman to sign the Competitive School Readiness Grant application including Quality Enhancement funds
- e. Approval of Policy and Notice of Non-Discrimination
- f. Authorize the First Selectman to sign the Knox Connect Renewal Quote for Knox Decoders used by the Fire Department

*D. Turner MOVED to approve the consent agenda. R. Coyle SECONDED. MOTION CARRIED 5:0.*

#### **7. Review and Discussion of Colchester Parks and Recreation Strategic Plan**

The Strategic plan was presented by Kristin Moody, Parks and Recreation Commission Chair.

Questions and discussion by the Board followed. B. Dennler thanked the Commission for their hard work and advised the Strategic Plan will be shared with the new Recreation Needs and Coordination Ad Hoc Committee as they have begun work as a group.

*C. O'Donal MOVED to accept the Colchester Parks and Recreation Strategic Plan. A. Shilosky SECONDED. MOTION CARRIED 5:0.*

#### **8. Discuss and act on possible sale of Engine Tanker 288 (ET228)**

Presentation by S. Hoffman, Fire Chief

Discussion by the Board followed.

*R. Coyle MOVED to sell the Engine Tanker 288 (ET228). A. Shilosky SECONDED. MOTION CARRIED 5:0.*

#### **9. Discuss and act on authorizing the First Selectman to sign the application for EMPG Pool Grant for \$25,000**

Presentation by B. Bernier, Deputy Fire Chief

*D. Turner MOVED to authorize the First Selectman to sign the application and related documents for EMPG Pool Grant for \$25,000. R. Coyle SECONDED. MOTION CARRIED 5:0.*

#### **10. Discuss and act on authorizing the First Selectman to sign a contract with Infrastructure Consulting Group LLC for \$22,356.30 for an existing conditions pavement study for Colchester's Local Roads**

Presentation by J. Leone, Director of Public Works

B. Dennler recommended a bid waiver verbally as it had not been sent to the other Board Members prior to the meeting, all members consented.

Discussion by the Board followed.

*R. Coyle MOVED to authorize the First Selectman to sign a contract with Infrastructure Consulting Group LLC for \$22,356.30 for an existing conditions pavement study for Colchester's Local Roads with funds to come from 13201 48439 "ROAD IMPROVEMENT" (Highway). A. Shilosky SECONDED. MOTION CARRIED 5:0.*

**11. Discuss and act on authorizing the First Selectman to sign a contract with Stula Enterprises for \$18, 180 for various pavement shimming projects around town**

Presentation by J. Leone, Director of Public Works

Discussion by the Board followed. Based on the type of work arrangement, being a PO and not a contract, it was determined this item did not require authorization by the Board.

**12. Discuss and act on authorizing the First Selectman to sign all necessary documentation with All States Construction Inc for \$489,318.25 for various rubberized chip seal projects around town**

Presentation by J. Leone, Director of Public Works

Discussion by the Board followed.

*D. Turner MOVED to authorize the First Selectman to sign all necessary documentation with All States Construction Inc for \$489,318.25 for various rubberized chip seal projects around town with funds to come from 13201 48439 "ROAD IMPROVEMENT" (Highway). R. Coyle SECONDED. MOTION CARRIED 5:0.*

**13. Discuss and act on authorizing the First Selectman to sign all necessary documentation with Charles Pasteryak Jr. Inc. for \$574,657.50 for various 2" mill and fill projects around town**

Presentation by J. Leone, Director of Public Works

Discussion by the Board followed.

*R. Coyle MOVED to authorize the First Selectman to sign all necessary documentation with Charles Pasteryak Jr. Inc. for \$574,657.50 for various 2" mill and fill projects around town with funds to come from 29532870 48439 "ROAD IMPROVEMENT" (TAR). A. Shilosky SECONDED. MOTION CARRIED 5:0.*

**14. Discuss and act as WPCA on authorizing the First Selectman to sign a contract with Stula Enterprises for \$11,970 for the uncovering of 15 paved over valve boxes**

Presentation by J. Leone, Director of Public Works

Discussion by the Board followed.

*R. Coyle MOVED to act as WPCA on authorizing the First Selectman to sign a contract with Stula Enterprises for \$11,970 for the uncovering of 15 paved over valve boxes with funds to come from 4003210 44208 "PROFESSIONAL SERVICES" (Water Enterprise). D. Turner SECONDED. MOTION CARRIED 5:0.*

**15. Discuss and act as WPCA on authorizing the First Selectman to sign all necessary documentation with Haley Ward Engineering for \$24,000 the Elmwood Heights Water Tower project for 3<sup>rd</sup> party inspection and construction management**

Presentation by J. Leone, Director of Public Works

Discussion by the Board followed.

*R. Coyle MOVED to act as WPCA on authorizing the First Selectman to sign all necessary documentation with Haley Ward Engineering for \$24,000 the Elmwood Heights Water Tower project for 3<sup>rd</sup> party*



*inspection and construction management with the funds to come from ARPA. C. O'Donal SECONDED. CARRIED 5:0.*

#### **16. Discussion on the status of the well project at the Colchester Recreation Complex.**

Presentation by J. Leone, Director of Public Works. J. Leone shared that he met with Weston and Sampson, the company the Town typically works with for Town water to review this project and received a quote for a process to scientifically find where to dig two wells based on the spot most likely to produce water. As a result of the preliminary numbers provided, he will be requesting more ARPA funds as the cost of the proposed study and wells would be more than was originally allocated for the well project.

Discussion by the Board followed.

B. Dennler suggested bringing this item back to the next Board of Selectmen meeting to further discuss ARPA Funds when J. Leone has all the details.

#### **17. Transfers**

- a. Discuss and act on recommendation to Board of Finance to transfer FY22-23 unexpended bond principal budget to Debt Service Fund for future debt service payments. SECONDED. MOTION CARRIED 5:0.

*R. Coyle MOVED to recommend to the Board of Finance to transfer FY22-23 unexpended bond principal budget to Debt Service Fund for future debt service payments. C. O'Donal SECONDED. MOTION CARRIED 5:0.*

- b. Discuss and act on recommendation to Board of Finance to transfer FY23-24 unexpended bond principal budget and bond interest to Debt Service Fund for future debt service payment

*D. Turner MOVED to recommend to the Board of Finance to transfer FY23-24 unexpended bond principal budget and bond interest to Debt Service Fund for future debt service payment. A. Shilosky SECONDED. MOTION CARRIED 5:0.*

#### **18. Citizen's Comments**

Stephen Coyle spoke about the sewage backing up into the old EOC headquarters. Advised if issue persists lines can be flushed out by East Hampton.

Matt Parsons thanked B. Dennler, The Colchester Public Schools, and Colchester Community for supporting his rally against cancer that raised \$11, 838.96 for the Dana Faber Cancer Institute and Jimmy fund.

#### **19. Adjournment**

*A. Shilosky MOVED to adjourn at 8:39pm. C. O'Donal SECONDED. MOTION CARRIED 5:0.*

Respectfully submitted,

Taryn Scott,  
Executive Assistant to the First Selectman

[Selectman@ColchesterCt.gov](mailto:Selectman@ColchesterCt.gov)

860-537-7220

[www.ColchesterCT.gov](http://www.ColchesterCT.gov)

**TAX COLLECTOR'S REFUNDS**  
**SELECTMAN'S MEETING**

**MEETING DATE:**

**5/16/2024**

Check Date:

<b>Taxpayer Name</b>	<b>List Number</b>	<b>Amount</b>	<b>Breakdown</b>	<b>Check #</b>
RYAN D CAMPBELL	2022-04-80389	\$136.75	C: 121.46 I: 15.29	
STEVEN D LARSON	2021-03-58147	\$19.02	P: 15.02 I: 4.00	
HYUNDAI LEASE TITLING TRUST	2022-03-56994	\$658.73	C: 658.73	
HYUNDAI LEASE TITLING TRUST	2022-03-56970	\$391.35	C: 391.35	
ALLY FINANCIAL	2022-03-65224	\$730.39	C: 730.39	

**TOTAL**

**\$1,936.24**

05-16-2024

**7**

### 3.1 Naming Facilities/Areas and Recognition

Town facilities/areas shall be named after a person, family, organization, or commercial enterprise only under the following conditions:

- A significant investment in personal time or financial investment shall have been made to the facility/area or users of such facility/area; or
- When a significant financial contribution has been made to the Town and it specifies a specific name which must be honored if the donation is accepted and duly recorded in the Town records; or
- In general, when it is to honor a significant contribution to our state, town, or nation.
- In all instances, when an individual's name will be on a Town facility/ area it cannot be requested prior to the first anniversary of their nomination.

Town facilities/areas may also be named after historical locations, cultural significant locations, landmarks, and natural features significant to the Town of Colchester.

Sponsor groups should submit their request for the naming of a Town Facility/Area to the Town Clerk with a valid petition signed by 100 town electors. The Board of Selectmen will review a verified petition, evaluate the request as to its meeting the requirements (bulleted above) and determine whether to send to the voters at the next November election. If the ballot does not allow appropriate space for the question as determined by the Town Clerk, the BOS may vote to add the naming question to an upcoming referendum.

Each year on the November election ballot such petition requests will be put out to the voters for a decision.

The Board of Selectmen at their discretion, with a vote of eighty (80) percent of the Selectmen, may approve appropriate plaques, dedication of trees or other forms of recognition to accommodate and recognize groups and people that make significant contributions even though the facility or areas will not be named after them.

APPROVED 08/17/1995  
Amended 6/15/2023



**Stephen Jager**  
**Associates, LLC**  
Consulting Architect

4 Grand View Drive  
Enfield  
Connecticut 06082  
  
860-803-1265  
sjsl@aol.com

# Agreement

May 8, 2024

Joseph Leone, EIT, M. Ed  
Director of Public Works  
Town of Colchester CT  
127 Norwich Ave.  
Colchester, CT 06415

RE: Structural Report for existing Youth Center  
40 Norwich Ave, Colchester, CT 0641

Dear Joe,

This Agreement, dated 5/8/2024, is between Town of Colchester, CT (hereafter known as the Client), 127 Norwich Ave., Colchester, CT 06415 and the Architect, Stephen Jager Associates LLC, 4 Grand View Drive, Enfield, CT 06082.

## **Understanding of Work:**

The Architect will engage a CT licensed structural engineer (hereafter the Team) to perform a structural evaluation of the referenced property to assess the structural integrity and long-term viability of the existing structure.

## **Article 1 Architect's & Consultants Responsibilities:**

1.1 The Architects' Consultant shall provide structural services for the Project as described in this Agreement in a manner consistent with locally accepted standards of professional skill and care.

1.2 During the Information gathering Phase, the Consultant shall evaluate the existing structure to determine long term viability and make recommendation(s) based on the following criteria:

- a. Summarize how the structure is built and compare its beam depths/spacing to current standards.
- b. Identify any visible structural damage/risks in the building
  - i. Crawlspace/foundation observation for joist conditions
  - ii. Looking into Attic space/above drop ceiling to observe for truss conditions
  - iii. Identify rotten/wet wood due to leaks.
  - iv. Photo Document any significant visible indications of black mold
- c. Provide a probable cost estimate to repair structural/enclosure/aesthetic issues found.

## **Article 2 Client's Responsibilities:**

2.1 The Client will allow the Consultant access to the referenced property above for information gathering and verification of any Client supplied documents. In addition, Client will be responsible for performing any requested selective demolition by Team.

**Article 3 Use of Documents**

3.1 Upon payment, of all sums then required by this Agreement, for those services the Consultant has completed, all Drawings, Specifications, and other work product (Work Product) prepared pursuant to this Agreement shall be the sole property of Client, including, without limitation, the ownership of all copyrights in such Work Product. All Work Product generated under this Agreement shall be deemed work-for-hire in accordance with the Copyright Act, Title 17 of the United States Code. This Article 3 shall survive the termination or expiration of the Agreement, for any reason.

3.2 The Consultant acknowledges that pursuant to the assignment hereunder, Client may utilize such Work Product with respect to construction, maintenance, repair, expansion, and modification to the Project.

3.3 In the event the Client uses the Instruments of Service on a future project without retaining the author of the Instruments of Service, the Client releases the Architect and the Architect's consultant(s) from all claims and causes of action arising from such uses. The Client, to the extent permitted by law, further agrees to indemnify, defend and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action by any third person or entity.

**Article 4 Termination, Suspension or Abandonment**

4.1 In the event of termination, suspension or abandonment of the Project by Client, the Consultant shall be compensated for services performed. Either the Consultant or Client may terminate this Agreement if the other party substantially fails to perform in accordance with this Agreement.

**Article 5 Payments and Compensation to the Architect/Engineer**

5.1 Compensation shall be as follows:

Architect/Engineer	\$3,900.00 + reimbursables
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Any additional site visits by the Team after completion and submission of final report shall be \$500.00 per visit plus any changes to the project.

Payments are due upon receipt of the Teams invoice for each Phase. At the request of the Client, the Team can provide services not included in Article 1 for additional compensation.

**Article 6 Other Provisions**

6.1 Work exclusions under this Agreement, (any of these items can be used as the Basis for Additional Services): surveying, site/civil engineering, tel./data/security design, landscape design, interior design, LEED services, and artist's fees for artwork. Changes and/or revisions made by the Client after acceptance of approved construction documents shall be by Additional Service Request (ASR) and compensation shall be hourly.

6.2 The Client may request any Work exclusions listed above as an (ASR) Additional Service Request. Hourly rates for services listed above shall be based upon the rates shown:

Architect/engineer	\$200.00/hr.
Consultants	1.15 x Invoice
Reimbursables	1.15 x Invoice

**6.3 Reimbursable expenses:**

Printed documents  
Shipping  
Travel Related Expenses

**Article 7 ACCEPTANCE OF AGREEMENT**

7.1 The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) shall be made as outlined above. This Proposal accepted as of the day and year first written. This Agreement, fees and conditions are good for 30 days from dated above. If this Agreement is accepted, work can begin immediately.

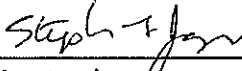
**Client**

\_\_\_\_\_  
(Signature)

Joseph Leone, Dir of DPW

Print name

**ARCHITECT**

  
\_\_\_\_\_  
(Signature)

Stephen Jager, AIA

Print name



**Stephen Jager**  
**Associates, LLC**  
Consulting Architect

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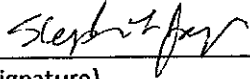
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**Client**

\_\_\_\_\_  
(Signature)  
Joseph Leone, Dir of DPW  
Print name

**ARCHITECT**

  
\_\_\_\_\_  
(Signature)  
Stephen Jager, AIA  
Print name