



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting
Thursday, October 17, 2019 @ 7:00 PM
Colchester Town Hall**

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
 - a. Approve Minutes of the October 3, 2019 Board of Selectmen Meeting
 - b. Housing Authority – Reappointment of Janet LaBella for a five-year term to expire 11/30/2024
 - c. Parks & Recreation Commission
 1. Reappointment of Traci Bruni for a four-year term to expire 11/1/2023
 2. Reappointment of Brenda Kniska for a four-year term to expire 11/1/2023
 - d. Planning & Zoning Commission – Reappointment of Joseph Mathieu for a three-year term to expire 11/30/2022
 - e. Agriculture Commission – Reappointment of Leslie Curtis as an alternate member for a three-year term to expire 11/30/2022
 - f. Historic District Commission – Reappointment of Ellen Sharon for a five-year term to expire 11/1/2024
 - g. Reappointment of Dean Hunniford as Tree Warden to expire 11/17/2020
 - h. Tax Abatements
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Emergency Management Director – Sean Shoemaker possible appointment to expire 11/19/2020
 - b. Deputy Emergency Management Director – Richard Peruta possible appointment to expire 10/31/2020
6. Discussion and Possible Action on Recreation Department Halloween Event
7. Discussion and Possible Action on Mutual Police Assistance Compact
8. Citizen's Comments
9. First Selectman's Report
10. Liaison Reports
11. Adjourn

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Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes
Meeting Minutes
Thursday, October 3, 2019
Colchester Town Hall @ 7:00pm**

MEMBERS PRESENT: First Selectman Art Shilosky, Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla, and Selectman Denise Turner

MEMBERS ABSENT: none

OTHERS PRESENT: Registrar D Mrowka, Recreation Director T Quinn, Director of Public Works J Paggioli, Wetland Enforcement Officer J Gigliotti, BOE M Bylone, 1 student and clerk T Dean

1. Call to Order

A Shilosky called the meeting to order at 7:01 pm.

2. Additions to the Agenda – A Shilosky removed #11 Discussion and Possible Action on National Prescription Opiate Litigation, and move 4.a. Approval of Minutes from the consent agenda to regular agenda #5, and renumber remaining items.

R Coyle moved to approve changes to the agenda as presented, seconded by S Soby. Unanimously approved. MOTION CARRIED.

3. Citizen's Comments – none

4. Consent Agenda

- a. Economic Development Commission – Reappointment of Sean Nadeau as alternate member for a five-year term to expire 10/31/2024
- b. Approve Emergency Management Performance Grant for FFY 2019
- c. Tax Abatements

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

5. Approved Minutes of the September 19, 2019 Board of Selectmen Meeting

D Turner made the following correction; 11. Liaison Reports, delete first paragraph.

D Turner moved to approve the minutes of the September 19, 2019 Board of Selectmen meeting, as amended, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

6. Discussion and Possible Action on Acceptance of Conservation Easement on 42 Prospect Hill Rd

J Gigliotti reviewed the memo submitted.

S Soby moved to accept the Conservation Easement on 42 Prospect Hill Road, Assessor's Map 05-12 Lot 044-000, as shown on the Plan entitled "Plot Plan prepared for Joshua Stark", seconded by R Coyle. Unanimously approved. MOTION CARRIED.

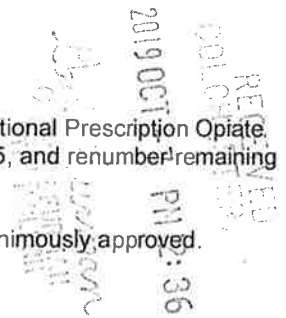
7. Discussion and Possible Action on Senior Center Building Committee Charge

S Soby added amendments to draft. A Shilosky stated the next steps will be to set up a meeting with all members for R Coyle to give the charge and the committee will then assign a chair person.

R Coyle moved to approve the Senior Center Building Committee Charge as presented with amendments, seconded by S Soby. Unanimously approved. MOTION CARRIED.

8. Discussion and Possible Action on Purchase Request of 129 Westchester Road

A Shilosky stated that the property is located next to the Norton Mill Park area. J Paggioli stated expenses to consider are taking the building down, hazardous building survey, and a phase 1 study. Approximate cost could be \$15-\$20k. The town would look for grant funding. A Shilosky also stated that the funding could be taken out of the general fund or funding put



away over time. There is 1.2 acres around the vacant house. The tax revenue loss would be about \$2,500. The use of the property would be to expand the park and get rid of an eyesore. The Board was in consensus that purchasing the property would be in the best interest of the town. The Board agreed they would like to forward the request to Board of Finance to get a consensus if they would support the purchase. NO ACTION

9. Discussion and Possible Action on Norton Park Committee Charge

R Coyle made amendments to draft. A Shilosky stated the next steps will be to set up a meeting with all members for D Mizla, who will serve as liaison, to give the charge and the committee will then assign a chair person.

S Soby moved to approve the Norton Park Committee Charge as presented with amendments, seconded by D Turner. Unanimously approved. MOTION CARRIED

10. Discussion and Possible Action White Oak Tree Seedling donation by The CT Tree Protective Association

J Paggioli stated a good location would be on the Town Green as a replacement for some of the dying trees. It meets the deed restriction on the green for deciduous trees only.

S Soby moved to accept the White Oak seedling to be planted on the Town Green, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

11. Wrap up Report on 57 Fest by Recreation Director

T Quinn handed out an expense/revenue report for the 57 Fest. She stated there was low sales on raffle tickets. The overage in expenses will come out of the Program Fund. A Shilosky stated that they need to discuss the possibility of funding the fest through the budget or not having it at all. Typical cost of running the event is \$15k. Discussion on including the question in the next Board of Finance budget survey.

12. Discussion on Contract with Assembly of God for Elections

A Shilosky stated the town currently has no agreement with the church to use their location as a voting location. The pastor agrees with drafting an agreement, as it protects both parties. A Shilosky will draft an agreement, then bring it back to the BOS for review and approval.

13. Citizen's Comments –none

14. First Selectman's Report

A Shilosky reported the town is going out to bond the balance of the WJJMS Building project. S&P came back with an AA+ bond rating. This is the highest rating the town has received. Fiber Optics will go into the Fire House with no cost for installation and no additional fees for the service. Department Heads attended a learning session with OpenGov. The CFO worked out the issues with OpenGov. Eversource Natural Gas pressure coming into the lines is too high for individual homes. The solution was to secure a location at Town Hall property where Eversource can bring down the pressure. S Soby inquired about safety insurances during the process. J Paggioli stated they have a third computerized vault, the inspection process was increased to weekly and there will be a 6 month required maintenance.

15. Liaison Reports

S Soby reported on Planning & Zoning – approved a permit for solar farm on New London Rd. Due to the threshold being low, all was at a local review. Solar will be sold into the grid. Discussion on sidewalks plan to be reviewed.

R Coyle reported on Chatham Health – hired an environmental technician on Oct. 31st. Don Mitchell is retiring. Hours are changing. Hebron Fair inspections went well with 72 booths to monitor. Blood pressure and flu clinics ongoing. Solarware project ended. Discussed EEE virus.

C3 Annual Meeting – had speaker from each child and adult support programs. Fortunate to have this program in town.

16. Adjourn

D Turner moved to adjourn at 7:45 p.m., seconded by S Soby. Unanimously approved. MOTION CARRIED.

Respectfully Submitted,

Tricia Dean, Clerk

A handwritten signature in black ink, appearing to read 'T. Dean', with a long horizontal flourish extending to the right.

Attachment:
Conservation Easement
Senior Center Building Committee Charge
Westchester Road Purchase
Norton Park Committee Charge
57 Fest Report

MUTUAL POLICE ASSISTANCE COMPACT

WHEREAS Section 7-277a of the Connecticut General Statutes authorizes municipalities to enter into agreement with each other for mutual police assistance

WHEREAS, Section 7-277a as amended by Public Act No. 17 4 further authorizes the Mohegan Tribe and Mashantucket Pequot Tribe to enter into such agreements for mutual police assistance with one or more municipalities if such tribe entering into the agreement has a memorandum of agreement in effect with the State of Connecticut regarding authority of the tribe and its police department to exercise police powers pursuant to Section 7-294a 7-294e;

WHEREAS, for the purposes of this agreement such tribes shall be included in the meaning of "municipalities;" and

WHEREAS the undersigned municipalities wish to cooperate on mutual police assistance under the terms of this compact

NOW, THEREFORE, the undersigned municipalities, by and through their respective chief executive officers, duly authorized, hereby mutually agree as follows:

ARTICLE ONE. LOAN OF PERSONNEL AND EQUIPMENT

1. Whenever the chief executive officer, or his or her designee, of any of the municipalities participating in this compact determines it necessary in order to protect the safety or well-being of his or her municipality, he or she may request police assistance from any other participating municipality or municipalities as is necessary to meet such situation. The chief executive officer of any participating municipality may delegate to the chief of police or board of police commissioners of his municipality or other duly constituted authority the power to request or furnish assistance pursuant to this compact, with whatever limitations are deemed appropriate. Written notice of such delegation shall be given to the municipalities participating in this compact.

2. All such requests shall be made to the chief executive officer of the municipality from which assistance is sought. Such requests shall be made in writing, but if necessary, requests may be oral in which case they shall be confirmed in writing as soon as practicable by the requesting municipality.

3. The requests shall state the number of personnel, and the type and amount of equipment required, and the purpose for which it is sought. It shall further state the name, rank and location of the individual to whom the personnel of the municipality providing the assistance shall report. It will be sufficient for a request for mutual police assistance to be made through email to the municipality from which said assistance is sought.

4. The requesting municipality shall record in writing the date and time of arrival, assignment and release of all personnel provided pursuant to this compact. It shall further record the date and time of receipt and return of any equipment loaned pursuant to this compact. Such records shall be furnished to the municipality providing assistance upon request.

5. The chief executive officer of any municipality providing assistance pursuant to this compact, or the chief of police or board of police commissioners or other duly constituted authority, if authorized by such chief executive officer, may, notwithstanding any other provision or requirement of state or local law, provide such assistance in the form of personnel or equipment as he/she deems consistent with the safety and well-being of the providing municipality.

6. Any municipality providing assistance pursuant to this compact shall record the names and time of dispatch and return of all personnel assigned pursuant to a request for assistance. It shall further record a description of, as well as the date(s) of loan and return of, any equipment assistance furnished, as well as a description of the condition of such equipment immediately prior to the loan of and upon the return of such equipment. All such records shall be furnished to the receiving municipality upon request.

7. Personnel assigned pursuant to this compact shall be under the general supervision of an officer of the municipality providing the assistance designated for the purpose, subject to Section 8 of this compact.

ARTICLE TWO. DUTIES OF PERSONNEL

8. All personnel assigned pursuant to this compact shall, upon notification, proceed immediately to the location to which they have been assigned and place themselves under the direction of the officer indicated by the requesting municipality.

Such officer shall be in command of all personnel lent pursuant to this compact, including the supervisory officer designated pursuant to Section 7 of this compact. The providing municipality shall furnish personnel duly qualified to provide the assistance requested.

9. All officers responding to a request for assistance shall proceed to the requesting municipality for any necessary equipment.

10. All officers assigned pursuant to this compact shall remain on duty until released by the commanding officer indicated by the requesting municipality, subject to Section 16 of this compact.

11. All personnel provided pursuant to this compact, while acting in response to a request for assistance, shall have the same powers, duties, privileges and immunities as are conferred on the police officers of the municipality requesting assistance.

ARTICLE THREE. WAIVER OF REIMBURSEMENT

12. Pursuant to Connecticut General Statutes § 7-277a(a), each municipality hereby agrees to waive reimbursement for expenditures incurred by it in providing assistance pursuant to this Agreement, including without limitation payments for death, disability or injury of employees and losses and damages to supplies or equipment incurred in providing such assistance. Each municipality shall be fully responsible for its own costs, whether monetary or in the form of goods or services, it incurs as a result of its participation in this Agreement. Such costs may include, but are not limited to:

- a. The actual payroll, including overtime, of the personnel participating in activities hereunder.
- b. The replacement or repair costs for any equipment lost, destroyed, damaged or made unavailable as a result of participation in this Agreement.
- c. Fuel and maintenance costs for any vehicles and equipment used hereunder.
- d. Training costs arising from participation in this Agreement.
- e. Workers' compensation claims pursuant to the Connecticut Workers' Compensation Act, Chapter 568 of Connecticut General Statutes and any deductibles related thereto.
- f. Awards made by a third party neutral (e.g., court or arbitrator of competent jurisdiction) for death, disability or injury to employees participating in compact related activities, and/or compensation under any collective bargaining agreement or other policy or requirement of the providing municipality, to the extent that such awards exceed Worker's Compensation coverage.
- g. Survivor's benefits pursuant to Connecticut General Statutes § 7-323e.
- h. Heart and hypertension claims pursuant to Connecticut General Statutes §§ 7-433a, *et seq.*

- i. Costs arising from agreements, collective bargaining agreements, contracts or obligations entered into by each municipality prior to entering into this Agreement.

13. Each participating municipality shall indemnify and hold harmless the other municipalities that are party to this compact from reckless, willful and/or intentional acts, as well all third party death, injury or property damage claims arising from, and solely identifiable to, the reckless, willful, intentional and/or negligent acts of such indemnifying municipality. Each municipality shall be liable only for its percentage of liability as determined by courts in instances in which the identity of a reckless, willful, intentional and/or negligent act cannot be determined or in which neither municipality is determined to be solely responsible. The indemnity obligations set forth herein shall survive termination of this compact and/or a municipality's withdrawal from this compact.

14. Should any of the municipalities participating in this compact desire to effectuate its purpose by cooperating in the purchase and operation of law enforcement equipment, costs and usage of such equipment shall be allocated as the parties shall provide.

15. Participation in this compact does not bind any municipality to provide assistance to any given request.

16. Notwithstanding anything herein to the contrary, the chief executive officer, the chief of police or the board of police commissioners or other duly appointed authority of the municipality providing the assistance may, if he, she or it feels it necessary to protect the safety and well-being of the providing municipality, recall any personnel or equipment provided pursuant to this compact.

17. Any controversy or claim between any of the municipalities that are party to this compact arising out of or relating to the provisions of this compact or the breach thereof shall be settled by final and binding arbitration in accordance with the applicable rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Each party involved in the arbitration shall be equally responsible (proportionally split the costs) for all costs and fees related to same.

ARTICLE FOUR. MISCELLANEOUS PROVISIONS

18. All complaints of misconduct against officers provided pursuant to this compact shall be promptly referred to the chief of police of the municipality employing such officers for disciplinary action in accordance with the regular procedures of such municipality. Each municipality shall make its officers available to and shall reasonably cooperate with the other municipalities participating in this Agreement regarding internal interviews/investigations/reviews being conducted by a participating municipality and/or for interview in connection with any investigation and/or review of such complaints.

19. Subject to the agreement of the municipalities that are then party to this compact, and in accordance with Section 7-277a, any municipality in the State of Connecticut may become a participant in this compact by duly executing a counterpart thereof.

20. Any participating municipality may withdraw from this compact by giving thirty (30) days advance written notice to all the other participating municipalities. Withdrawal of one or more participants shall not void the compact so long as two or more participants remain active in the compact. The withdrawal of a participating municipality shall not release such municipality from any monetary or other obligations which arose under this compact prior to its withdrawal, and/or which relate to acts or omissions of or occurrences involving such municipality during its participation in this compact. Withdrawal of one or more participants shall not terminate the compact so long as two or more participants remain active in the compact.

1. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the context may require

Dated at _____, Connecticut, this ____ day of _____, 20__.

TOWN/CITY OF: _____

SIGNED BY: _____
Chief Executive Officer

TOWN/CITY OF: _____

SIGNED BY: _____