

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Special Meeting Minutes

Thursday, March 16th, 2023, at 6 PM

Hybrid: Town Hall - Meeting Room 1 & Via Zoom

Members Present: A. Bisbikos (First Selectman), D. Bates, J. LaChapelle, D. Turner, and R. Coyle

Also Present: T. Quinn (Park & Recreation Director)

1. Call to Order – A. Bisbikos called the meeting to order at 6:01 PM
2. Pledge of Allegiance
3. Executive Session
 - D. Turner made a motion to enter executive session for the human resource director interviews. 2nd by R. Coyle. *Motion carried unanimously 3-0*
 - Board of Selectmen enter executive session at 6:03 PM
 - J. LaChapelle enters executive session.
 - D. Bates enters executive session.
 - Board of Selectmen exit executive session at 7:06 PM
4. Possible action regarding the Human Resource Director
 - J. LaChapelle made a motion to appoint Shannon Ramsby to the position of Human Resources Director with a start date of April 3rd, 2023 contingent on the signing of the offer letter agreed upon by the Board of Selectmen in executive session. 2nd by R. Coyle. *Motion carried unanimously 5-0*
5. Correspondence
 - R. Coyle spoke to correspondence related to the Town Budget
6. Citizens Comments
 - G. Barden spoke about the Colchester Park & Rec Facilities agenda items. C. Russi spoke about the medical driver for senior services. R. Silberman spoke about the maintenance worker and the senior center project. G. Transue spoke about the senior center project referendum. T. Tarnowski spoke about the Naming/Facilities Areas and Recognition policy proposal and the senior center project referendum. M. Rudko spoke about FOI. M. Gilman spoke about the Town Budget and Special Meetings. D. Bouchard spoke about looking into resources to help those in need, the senior center project referendum, and the proposed ARPA social program. B. Dennler spoke about field irrigation and maintenance. S. Chapman spoke about citizens comments. M. Dubreuil spoke in favor of the field irrigation.
7. Consent Agenda
 - D. Bates made a motion to approve of the consent agenda. 2nd by J. LaChappelle. *Motion carried unanimously 5-0*

RECEIVED
COLCHESTER, CT
2023 MAR 20 PM 12:48
CAYLE FURMAN
TOWN CLERK

- A. Approve the 2/23/23 Board of Selectmen Special Meeting minutes and the 3/2/23 Board of Selectmen Special Meeting minutes.
- B. Accept the Tax Collector's Refunds
- C. Accept the Norton Park Committee's application to the Colchester Lions Charities

8. Policies

- A. Possible action to approve the Naming Facilities/Areas and Recognition policy proposal – No action.
- B. Possible action on the Colchester Park & Rec Facilities Use Information and Application
 - D. Turner made a motion to approve the Colchester Park & Rec Facilities Use Information and Application and any fees applicable to them. 2nd by R. Coyle. ***Motion carried unanimously 5-0.***
- C. Possible action on the Colchester Park & Rec Facilities Use Agreement
 - D. Bates made a motion to approve the Colchester Park & Rec Facilities Use Agreement. 2nd by R. Coyle. ***Motion carried unanimously 5-0***
- D. Possible action on the Colchester Park & Rec Facilities Indemnification and Liability Waiver
 - D. Turner made a motion to approve the Colchester Park & Rec Facilities Indemnification and Liability Waiver. 2nd by J. LaChapelle. ***Motion carried unanimously 5-0***

9. Discussion on the Thursday, April 6th Regular Meeting

- D. Bates made a motion to cancel the Thursday, April 6th Regular Meeting. 2nd by D. Turner. ***Motion carried unanimously 5-0***

10. ARPA Discussion

- D. Turner made a motion to postpone the ARPA discussion until the regularly scheduled April 20th meeting. 2nd by R. Coyle. ***Motion carried 4-1, with A. Bisbikos dissenting.***
- A. Review of ARPA Ad Committee Executive Summary and ARPA Municipal Community Survey Results
- B. Possible action on the ARPA Projects and Associated Costs

11. FOI Review

- A. Bisbikos provided an FOI update, including cost of FOI.

12. Citizens Comments

- D. Bouchard spoke about ARPA, water shutoffs, and FOI. R. Silberman spoke about the field irrigation and water bills. M. Gilman spoke about meetings and citizens comments. M. Rudko spoke about payment plans for water bills, support for ARPA for citizens, and FOI.
- R. Coyle made a motion to adjourn. 2nd by D. Tuner. Meeting adjourned at 8:12 PM
- Adjournment made after citizens comments, but before First Selectman's Report and Liaison Reports

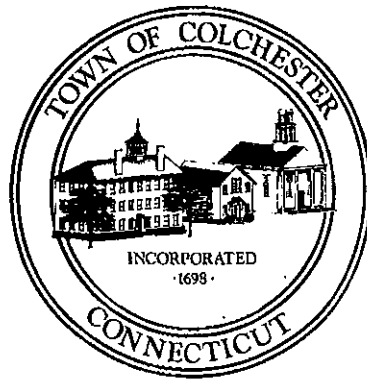
13. First Selectman's Report

14. Liaison Reports

15. Adjourn

Submitted by F. Brown

Code Administration
Building Official
Fire Marshal
Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

April 3, 2023

To: Colchester Board of Selectmen

From: Salvatore Tassone P.E. – Town Engineer

Re: Proposed North Pond Subdivision, Windham Avenue, Colchester CT. prepared for North Pond Development, LLC, by RES Reynolds Engineering Services, LLC. Dated 2/18/19, latest revision 3/10/20 along with Sheets 1 of 3 Through 3 of 3 for proposed Doublewal Retaining Wall System by United Concrete Products, Inc. Dated 5-16-19, revised 6-21-19. **(North Pond Subdivision Phase 2 – Request for Bond Reduction)**

The owner of the referenced Subdivision (John Matheson – North Pond Development LLC) has requested a bond reduction to reflect the completed Public Improvements.

The Town is currently holding a Subdivision Public Improvements surety bond (Platte River Insurance Company Bond Number S2704035) in the amount of \$500,536.51 and an Erosion & Sediment control bond (Platte River Insurance Company Bond Number 41432499) in the amount of \$43,666.00.

As of April 3, 2023, the remaining incomplete Public Improvements (**including erosion and sediment control items**) within the North Pond Subdivision Phase 2 have a total cost estimate of \$146,049.75.

In an effort to update and consolidate bonds, it is therefore recommended that the Erosion and Sediment Control Surety Bond be released in its entirety and the Subdivision Public Improvements Surety Bond be reduced by \$354,486.76, **leaving a bond balance of \$146,049.75** to reflect the remaining incomplete public improvements.

RECOMMENDED MOTION:

Motion that the Town of Colchester release Platte River Insurance Company Erosion and Sediment Control Surety Bond No. 41432499 in its entirety and reduce Platte River Insurance Company Subdivision Public Improvements Suety Bond No. S2704035 by \$354,486.76 leaving a Bond Balance of **\$146,049.75** as recommended by the Town Engineer.

First Selectman

From: Gayle Furman
Sent: Monday, March 27, 2023 8:51 AM
To: First Selectman; Franchesca Brown
Subject: Fw: Resignation Notice

This resignation should have been sent to you. But now you don't have to let us know. We will print this out for ourselves.

Gayle Furman CCTC, CMC

Town Clerk
127 Norwich Avenue
Colchester, CT 06415
(860)537-7215

From: Stephen Coyle <scoyle@colchesterct.gov>
Sent: Thursday, March 23, 2023 7:50 PM
To: ronnysegura17@gmail.com <ronnysegura17@gmail.com>
Cc: Pam Minella <pminella@colchesterct.gov>; Robert Peter <rnppeter@sbcglobal.net>; ron@aslockco.com <ron@aslockco.com>; lepage119@comcast.net <lepage119@comcast.net>; sped1018@yahoo.com <sped1018@yahoo.com>; Gayle Furman <townclerk@colchesterct.gov>
Subject: Re: Resignation Notice

Hi Ronny,

Thanks for your service to the Town of Colchester Sewer and Water Commission. We are sorry to lose you and you will be missed.

Thanks,
Steve Coyle, Chairman,
Colchester Sewer and Water commission

From: Stephen Coyle <stephencoyle@sbcglobal.net>
Sent: Thursday, March 23, 2023 7:25 PM
To: Stephen Coyle <scoyle@colchesterct.gov>
Subject: FW: Resignation Notice

From: Ronny Segura <ronnysegura17@gmail.com>
Sent: Thursday, March 23, 2023 3:13 PM
To: Stephen Coyle <stephencoyle@sbcglobal.net>; Stephen Coyle <scoyle@colchesterct.gov>; Ron Silberman <ron@aslockco.com>
Subject: Resignation Notice

Dear Stephen Coyle,

I am writing to inform you that I have decided to resign from my position on the Water and Sewer Commission, effective immediately. It is with great regret that I make this decision, as I have enjoyed my time on the commission and working with the other members and staff.

However, due to my increasing responsibilities in my career and the need to spend more valuable time with my young family, I have determined that it is no longer possible for me to continue in this role. I believe that it is in the best interests of both me and the commission to step down at this time.

I want to thank you and the other members of the commission for the opportunity to serve on this important board, and for the support and guidance you have provided during my short tenure. It has been a privilege to work with such dedicated and talented individuals, and I will look back on my time on the commission with good memories.

Thank you for your understanding, and for your support throughout my time on the commission.

Sincerely,

Ronny Segura

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Thank you
Ronny Segura

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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** [death].

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

Draft 1/4/23, 1/8/23, 3/9/23, 3/10/23

Draft 3/28/23

First Selectman

From: Senior Center Building Committee
Sent: Monday, March 27, 2023 9:15 AM
To: Marilyn Turner; msrmlodzinski@gmail.com; Madelyn Starkey; Gerie Transue; Kevin Hastings; Joe Ruiz; nadeaus@gmail.com; Ron Silberman
Cc: First Selectman; Rosemary Coyle; Art Shilosky; Dawn Lepage; Patty Watts; Chris Nardi; David Stein; Construction Administrator Bob Washburn; Mark Garilli; Jonathan Gumbotz; Rob Lamarre; Ryan Clifford; Mike Clifford
Subject: Fw: Waiver of Sewer and water fees

All:

Please see the email below that Stephen Coyle, Chair of the Sewer and Water Commission, sent to Andreas as a result of the meeting I attended this past Wednesday. If the Board of Selectmen agrees to this recommendation, that would certainly be good news as it would reduce our connection fees considerably. An exact amount cannot be determined at this time as it is a "Time and Material" charge, but it will be something.

If anyone has any questions, please contact me.

Thanks.

Tony

From: Stephen Coyle <scoyle@colchesterct.gov>
Sent: Sunday, March 26, 2023 5:39 PM
To: First Selectman <selectman@colchesterct.gov>
Cc: Pam Minella <pminella@colchesterct.gov>; Robert Peter <rnppeter@sbcglobal.net>; ron@aslockco.com <ron@aslockco.com>; sped1018@yahoo.com <sped1018@yahoo.com>; lepage119@comcast.net <lepage119@comcast.net>; Senior Center Building Committee <seniorcenterbuildingcommittee@colchesterct.gov>
Subject: Waiver of Sewer and water fees

Andreas,

At the March 22, 2023 meeting of the Colchester Sewer and Water commission, a motion was passed to recommend that the standard fees for the construction of the Senior Center be waived and only the actual labor and material costs incurred by the water and sewer department will be paid to the commission.

Only the Board of Selectmen, acting as the Colchester WPCA, has the authority to waive these fees. Furthermore, once the Senior Center is placed into service, it will be charged the standard rate for the water consumed in the new building.

Regards,

Colchester Sewer and Water Commission

Stephen Coyle, Chairman

**AMENDMENT NO. 1
TO THE
MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS**

THIS AMENDMENT NO.1 TO THE MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS (“Amendment No. 1”) is entered into by and between the STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION (“DOT”) and the TOWN OF COLCHESTER (“Municipality”). The DOT and the Municipality may each be referred to individually as a “Party,” and collectively as the “Parties”).

WHEREAS, the Parties entered into Agreement No. 03.19-06(13) dated May 14, 2013 (“Master Agreement”) setting forth the responsibilities of the Parties relative to the ongoing administration and funding of municipal projects to construct roadways and other transportation-related facilities and structures that are eligible for government financial assistance over the duration of a ten-year term, expiring May 13, 2023;

WHEREAS, the Parties are preparing an updated master municipal agreement for construction projects to go in effect in succession to the Master Agreement;

WHEREAS, the Parties wish to extend the term of the Master Agreement until the effective date of the successor agreement to ensure there is no lapse in ability to issue PALs for projects; and

WHEREAS, the Commissioner is authorized to enter into this Amendment No. 1 pursuant to § 13a-98i and § 13a-165 of the Connecticut General Statutes.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. All capitalized terms used and not otherwise defined in this Amendment No. 1 shall have the meanings ascribed to them in the Master Agreement.
2. This Amendment No. 1 shall become effective upon execution by the Parties.
3. The Term of the Master Agreement shall extend for one (1) year through May 13, 2024, or until the effective date of the successor agreement, whichever occurs earlier (“Extension Term”).
4. If the Parties do not finalize a successor agreement by May 13, 2024, the Agreement shall expire. While in-progress PALs will remain in effect pursuant to Section 13.4(a), no new PALs shall be issued to the Municipality.
5. The Municipality shall comply with the State of Connecticut Required Provisions attached to this Amendment No. 1 and hereby incorporated into the Master Agreement as Schedule N.

6. All other terms and conditions of the Master Agreement not explicitly modified in this Amendment No.1 remain in full force and effect.

The Parties execute this Amendment No. 1 by their duly authorized representatives on the date indicated.

STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
GARRETT EUCALITTO, COMMISSIONER

By: _____ Date _____
Scott A. Hill, P.E.
Bureau Chief
Bureau of Engineering & Construction
Duly Authorized

TOWN OF COLCHESTER

By: _____ Date _____
Andreas Bisbikos
First Selectman
Duly Authorized

Schedule N

STATE OF CONNECTICUT REQUIRED PROVISIONS

For the purposes of this Schedule, references to "contract" or "Contract" mean the Master Agreement, and references to "contractor" or "Contractor" mean the Municipality."

1. Audit Clause. Audit Requirements. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to CTDOT for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. 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 will comply with federal and state single audit standards as applicable.

2. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3. Executive Orders and Other Enactments

As of the Effective Date of Amendment No. 1, Section 1 of Schedule K is deleted in its entirety and replaced with the following provision:

All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or CTDOT's authority to require compliance with the Enactments.

This 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 this Contract as if they had been fully set forth in it.

This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated

April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

4. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are:

Description of Services Provided:

Is the consultant a former State employee or former public official?

☐ YES

☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment