



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Regular Meeting Minutes

Thursday, June 1st, 2023, at 7 PM

Hybrid: Town Hall - Meeting Room 1 & Via Zoom

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

Also Present: S. Hoffmann (Fire Chief), S. Shoemaker (Emergency Management Director/Fire Marshal), B. Bernier (Public Safety Subcommittee Chair), T Quinn (Park & Recreation Director)

1. Call to Order – Meeting called to order at 7:02 PM
2. Pledge of Allegiance
3. Correspondence
4. Citizens Comments
 - D. Bouchard spoke about legal opinions.
5. Consent Agenda
 - R. Coyle made a motion to add amended in front of the 5/18/23 Board of Selectmen minutes. 2nd by D. Turner. *Motion approved unanimously 5-0.*
 - D. Bates made a motion to take item B off the Consent Agenda and make it 5.1. 2nd by R. Coyle. *Motion carried unanimously 5-0.*
 - R. Coyle made a motion to move the Consent Agenda. 2nd by D. Bates. *Motion carried unanimously 5-0.*
- 5.1:
 - J. LaChapelle made a motion to accept the Tax Collector's Refunds. 2nd by D. Turner. *Motion carried unanimously 5-0*
6. Interviews
 - J. Duigo was interviewed for a Sewer & Water member vacancy. A. Norton was interviewed for Norton Park alternate member vacancy.
7. ARPA
 - R. Coyle made a motion to award the contract for the Fire Headquarters parking lot located at 52 Old Hartford Road to B&W Paving and Landscaping in the amount of \$200,000 in ARPA funds and have the First Selectman sign all necessary documents. 2nd by J. LaChapelle. *Motion carried unanimously 5-0.*
8. Homeland Security Grant
 - D. Turner made a motion to approve the FFY 2022 State Homeland Security Grant Program Region 4 Memorandum of Agreement and have the First Selectman sign all necessary documents. 2nd by D. Bates. *Motion carried unanimously 5-0.*
 - D. Turner motioned to read the authorizing resolution into the records. 2nd by R. Coyle. *Motion carried unanimously 5-0*

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COLCHESTER, CT
2023 JUN -5 PM 2:03
R. Coyle
COYLE FURMAN
TOWN CLERK

- R. Coyle made a motion to approve the Authorizing Resolution of the Board Selectmen and have the Town Clerk sign the document. 2nd by D. Turner. ***Motion carried unanimously 5-0.***

9. Public Safety Subcommittee

- R. Coyle made a motion to approve of the Public Safety Working Group Bylaws as recommended by the Public Safety Subcommittee. 2nd by D. Bates. ***Motion carried 4-1 with J. LaChapelle dissenting.***
- R. Coyle made a motion to set a Town Meeting to be held on Thursday, June 15th for 6:30 PM at Town Hall, 127 Norwich Avenue in Colchester, CT to establish the Public Safety Working Group. 2nd by D. Turner. ***Motion carried 4-0-1, with J. LaChapelle abstaining.***

10. MOA

- R. Coyle made a motion to have a meeting with the labor attorney for guidance on the Finance Director and Accountant positions. 2nd by D. Bates. ***Motion carried unanimously 5-0.***
- R. Coyle made a motion to approve the Amended Memorandum of Agreement between the Town of Colchester, the Municipal Employees Union Independent Town Administrators, and Jason Nowosad. 2nd by D. Turner. ***Motion carried unanimously 5-0.***
- R. Coyle made a motion to approve the Fire Chief into the Municipal Employees Union Independent Town Administrators and have the Town of Colchester enter into the agreement. 2nd by D. Bates. ***Motion carried unanimously 5-0.***

11. R. Coyle made a motion to approve the Colchester Youth Service's Youth First Coalition as the official task force for the management of opioid settlement funds as overseen by the Youth & Social Services Director. 2nd by D. Bates. ***Motion carried unanimously 5-0.***

12. Motion to approve the Fee/Special Revenue Account Fund Policy as recommended by the Director of Park & Recreation. 2nd by D. Turner. ***Motion carried unanimously 5-0.***

13. Citizens Comments

- T. Moroch spoke about Norton Park and the Budget Referendum. R. Silberman spoke about the Sewer & Water Commission. D. Lambert spoke about the behaviors of elected officials, the Annual Town Meeting, and the Annual Budget Referendum. J. McKenzie spoke about the Annual Budget Referendum and the Education budget. G. Transue spoke about the Public Safety Working Group. V. Rose spoke about the Annual Town Meeting and Annual Budget Referendum. S. Armstrong spoke about the Annual Town Meeting and Budget Referendum. G. Furman spoke about the Annual Budget Referendum. J. Ford suggested opening up the Charter Revision committee. D. Bouchard spoke about the politicization of the Finance Director, the budget process, and praised the FS for upholding the Charter. M. Millington spoke about citizens' comments. J. LaChapelle spoke about behaviors at the Annual Town Meeting, the budget process, and legal opinions.

14. First Selectman's Report

- First Selectman's statement attached to the minutes.

15. Liaison Reports

- R. Coyle provided an update on Chatham Health – new sanitarian, new fee structure, block grant is now a competitive process, health insurance went up 9%.

16. Adjourn – D. Bates made a motion to adjourn. 2nd by R. Coyle. Meeting adjourned at 9:40 PM

Selectman@ColchesterCt.gov

860-537-7220

www.ColchesterCT.gov

Minutes submitted by F. Brown

First Selectman

From: First Selectman
Sent: Thursday, June 1, 2023 2:11 PM
To: Andrea Migliaccio; Art Shilosky; John Thomas; Mike Egan; Mike Hayes; Tim Vaillancourt; Jason LaChapelle; Rosemary Coyle; Denise Turner; Deborah Bates
Cc: Aoliphant@colchesterct.org; Rosemary Gignac; Marguerite Gignac; Mary Tomasi; crivers@colchesterct.org; mmillington@colchesterct.org; Donna Antonacci; Daniel Sullivan; Mary Williamson; Rachel Linkkila; Michael Sinkewicz
Subject: First Selectman's Statement on the Annual Budget Meeting and Annual Budget Referendum

Dear Colchester Residents,

The Town Charter is Colchester's local Constitution as approved by our residents. In the event there was anything in our Charter that required further clarification, town leaders would seek a legal opinion from our corporation counsel, Shipman & Goodwin. In my six years on the Board of Finance and one and half years as First Selectman, the Town has always honored the legal opinion of our Town Attorney. I cannot remember a time when town leaders did not honor a legal opinion from the town attorney.

At our May 18th, 2023, Board of Selectmen meeting, a discussion ensued regarding what may legally occur at the Annual Budget Meeting. Some members of the Board of Selectmen suggested that, at the Annual Budget Meeting, citizens could vote down the budget. I immediately read the applicable section of the Charter to the BOS members showing them that was not the case.

On Wednesday, May 24th, 2023, Selectman Turner asked Colchester Town Attorney, Matthew Ritter, for a legal opinion on the matter. Mr. Ritter reviewed our Town Charter and stated that:

1. The Annual Budget Meeting does not allow the meeting attendees to "reject" and vote down the budget before it goes to a town-wide referendum vote.
2. The Annual Budget Meeting only allows the attendees to "reduce" the budget before it goes to a town-wide referendum vote.
3. Once completed, "the Annual Budget Meeting shall be automatically continued to the Annual Budget Referendum."

This language in quotations for #3 is directly from the Colchester Town Charter. The elected officials of the BOS, BOF, and BOE all received a copy of Attorney Ritter's legal opinion.

At last night's May 31st, 2023, Annual Budget Meeting, a motion was made to send each proposed budget to a town-wide Annual Budget Referendum. In both cases, that motion had a second, and the vote failed. However, a vote of the attendees at the Annual Budget Meeting is not required for all citizens of Colchester to be allowed to vote on the proposed budgets. Our Charter is very clear in that "the Annual Budget meeting SHALL BE AUTOMATICALLY CONTINUED TO THE ANNUAL BUDGET REFERENDUM".

What transpired was concerning as there was an intent to ignore the Charter and legal opinion, which would ultimately eliminate your ability to vote on the proposed budgets. If residents could simply vote down the budget at the Annual Budget Meeting, then this would happen every year. The reason this is not done at a town meeting is so that ALL OF YOU are provided an opportunity to vote in a span of twelve hours, rather than the limited option of a night meeting.

What occurred last night was not legally permissible. A vote that conflicts with the Charter cannot impede due process.

I am very disappointed that some of our elected officials supported, and voted for, this attempt to eliminate your legal right to vote on the proposed budget at a town-wide Referendum. You have elected Board of Finance members to represent you, they worked hard on the budget process, and brought forward budgets they believe is fair, affordable, and would be approved by a town-wide vote. You are all entitled to that vote, and it is time to let "all of our residents" have a say during a town-wide Referendum vote.

As First Selectman, I have an obligation to follow the Charter and the advice of our legal counsel. If the Town were to follow the alternative path, then we would be setting an extremely dangerous precedent.

Colchester is required to move forward and hold a town-wide Annual Budget Referendum Vote enabling all our citizens the ability to weigh in on both the Town and Education Budgets. This vote will be held on Tuesday, June 13th, 2023, at the Colchester Town Hall, 127 Norwich Avenue, from 6 AM to 8 PM. I encourage all of you to come out and cast your vote.

Sincerely,

Andreas Bisbikos
First Selectmen

First Selectman

From: Nola Weston <nolaw65@gmail.com>
Sent: Thursday, June 8, 2023 9:49 AM
To: Andreas Bisbikos
Subject: CoA Membership change

The CoA has a member opening and Terry Brown, currently an alternate, has agreed to be a full member. I believe we need approval for this. Thank you.

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.



Memorandum of Agreement TVCCA Nutrition Services

Partner 1: **Thames Valley Council for Community Action, Inc.**
Partner 2: **Town of Colchester/Colchester Senior Center**
Agreement Period: **July 1, 2023 to June 30, 2024**

This Memorandum of Agreement (MOA) is entered into and made effective as of this **1st day of July 2023** (the “Effective Date”), by and between **Thames Valley Council for Community Action, Inc. (TVCCA)**, with administrative offices at One Sylvandale Road, Jewett City, CT 06351, and **Town of Colchester**, with administrative offices at 127 Norwich Avenue, Colchester, CT 06415, with respect to specified services to be provided for the **Colchester Senior Center** at 95 Norwich Avenue, Colchester, CT 06415.

I. Purpose and Background

This document outlines the mutually agreed upon responsibilities of **TVCCA** and **Town of Colchester/Colchester Senior Center** to cooperatively coordinate and arrange for a weekday, congregate lunch meal for senior citizens, providing nutrition and socialization to senior citizens living in the town of Colchester, CT, that together will make the partnership a success.

TVCCA is New London County’s private, 501(c)(3) non-profit Community Action Agency. Its mission is to improve the overall well-being of individuals and families in need within its service area by: fostering their self-esteem, respect, independence, confidence, personal growth and self-sufficiency; promoting community awareness, input and ownership of societal problems; and providing a broad spectrum of comprehensive, quality services. When incorporated in 1965, TVCCA operated one program – it now operates 28 programs that serve low-income, at risk individuals and families of all ages.

It is the mission of the **Town of Colchester’s Senior Services Department** to support older adults by providing programs and services designed to promote their independence, health, wellness and overall quality of life. The **Colchester Senior Center** is a community resource dedicated to engaging, enriching and empowering the lives of seniors.

TVCCA and **Town of Colchester/Colchester Senior Center** do mutually agree to the following:

II. Services

Provide all meal components and serve a weekday hot meal to residents 60 years and older.

A. TVCCA agrees to provide the following:

1. Be responsible for providing nutritious congregate lunch meals and all necessary disposable ware (5) days per week (excluding federal holidays).
2. Employ and train a **TVCCA** staff member as Site Server to heat and serve the meals in accordance with all local, state and federal regulations. Training shall be provided at least quarterly.
3. Be responsible for obtaining and managing the contract and billing with Senior Resources Agency on Aging (SRAA) to ensure the service is available to seniors.

4. Secure and maintain all licenses necessary to serve the congregate meal.
5. Be responsible for the purchase and maintenance of 1 refrigerator to be used by **TVCCA** for the provision of congregate meals at the **Colchester Senior Center**.

B. Town of Colchester/Colchester Senior Center agrees to provide the following:

1. Monetary reimbursement for the cost of the Site Server's wages and fringe costs at a rate of **\$17.13/hour from 7/1/2023 – 6/30/2024**.
2. Space, custodial services, equipment, including maintenance thereof (with the exception of the refrigerator owned by **TVCCA** referenced above), facility maintenance, trash removal, heat and utilities.
3. A comfortable dining area for meal service with tables and chairs to accommodate all seniors who wish to participate in the congregate lunch meal.

III. Period of Agreement

The **Partners** shall commence performance of this Agreement on the **1st day of July, 2024** and shall continue performance through the **30th day of June, 2025**, unless otherwise specified.

IV. Contacts

Communications should be directed to the following contacts:

TVCCA Program/Activities

Eugene Theroux, Director
 TVCCA Nutrition Services
 860-934-1002
 etheroux@tvcca.org

TVCCA Agreement

Dawn Cwynar, Executive Assistant to Deb Monahan
 Thames Valley Council for Community Action, Inc.
 860-425-6503
 dcwynar@tvcca.org

Colchester Senior Center Program/Activities

Patricia A. Watts, Director of Senior Services
 Colchester Senior Center
 860-537-3911
 pwatts@colchesterct.gov

Town of Colchester Agreement

Andreas Bisbikos, First Selectman
 Town of Colchester
 860-537-7220
 selectman@colchesterct.gov

V. Reporting

No reporting is required in execution of this Agreement.

VI. Payment for Services

- A. Payment Provisions: **Colchester Senior Center** agrees to pay **TVCCA** for the services provided and as described under this Agreement up to a maximum amount of **\$20,342.20** for serving staff as specified in Section 'II. Services' for the entire Agreement period.
- B. Invoicing: **TVCCA** Accounts Receivable Department shall provide an invoice on a monthly basis to **Colchester Senior Center**.
- C. Payment Schedule: Payment shall be released by **Colchester Senior Center** within thirty (30) days of receipt of Invoice.

VII. Program Evaluation and Quality Assurance Compliance:

- A. On-site monitoring of **Colchester Senior Center** by a **TVCCA** Site Manager shall occur quarterly.
- B. The performance of **TVCCA** and **Colchester Senior Center** in the provision of the services specified in Section 'II. Services' shall be reviewed and evaluated at least annually by **SRAA** staff. Such reviews may be performed by visual safety assessments, examination of client records, service logs, other documents and reports, and a meeting with site staff and/or clients.
- C. Clients shall participate in a satisfaction survey for the Congregate Meal Program provided by **TVCCA**.

VIII. Inclement Weather:

- A. **TVCCA** takes pride in providing services, while ensuring the safety of its staff. In the event of inclement weather, **Colchester Senior Center** shall contact **TVCCA Nutrition Services** the day of by 7:00 am to confirm closing and/or coordinate any changes to meal delivery. Further inquiries may be addressed by calling 860-886-1720.
- B. In the event of inclement weather, **TVCCA** reserves the right to close or delay the opening of the Senior Nutrition Program. **Colchester Senior Center** Director's contact information has been entered in an "All Call" system. An automated message shall be sent through the All Call system to the center by 7:00 am the day of, stating the status of the **TVCCA** Senior Nutrition Program.
 - 1. It is the responsibility of the **Colchester Senior Center** to maintain current contact information, to ensure communication is effective in such situations.

IX. Terms and Conditions

A. Safeguarding Client Information:

Each **Partner** shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Agreement with all applicable federal and state law concerning confidentiality.

B. Reporting of Client Abuse or Neglect:

Each **Partner** shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).

C. Indemnification:

- 1. Each **Partner** shall indemnify, defend and hold harmless the other **Partner**, including its officers, representatives, agents, directors, employees, successors and assigns, from and against any and all claims, liabilities, actions, losses, costs, judgments, fines, amounts paid in settlement or expenses, including without limitation, any reasonable legal, accounting and other expenses of experts or third party professionals for defending any actions or threatened actions, including any appeals, arising from or proximately caused by any act or omission connected with the indemnifying **Partner's** obligations and performance pursuant to this Agreement.
- 2. Each **Partner's** indemnification obligations under this section are conditioned upon the indemnified **Partner**: (i) promptly notifying the indemnifying **Partner** of any claim in writing; (ii) cooperating with the indemnifying **Partner** in the defense of the claim; and (iii) granting the indemnifying **Partner** sole control of the defense or settlement of the claim.
- 3. This section is intended to survive the termination or expiration of this Agreement. The obligations contained herein are in no way limited, relieved or abated by reason of any insurance coverage, including as otherwise provided for in this Agreement.

D. Insurance:

Each **Partner** is responsible for maintaining, at its sole cost, adequate insurance providing coverage for any and all: (i) claims by its employees under workers' compensation and state disability acts; (ii) claims for damages due to bodily injury, sickness, disease, or death which arise out of its negligent acts or omissions; and (iii) claims for damages due to injury to or destruction of tangible or intangible property, including loss of use resulting therefrom, which arise out of its negligent acts or omissions.

E. Compliance with Law and Policy, Facility Standards and Licensing:

The **Partners** shall comply with all pertinent federal, state and local laws, OSHA regulations, local health reporting and licensing requirements and supply documentation of such compliance to the relevant Program/Activities Contact as is necessary.

F. Record Keeping and Access:

The **Partners** shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Agreement. These records shall be made available upon request for administrative review or audit by authorized representatives of the administering agency. The **Partners** shall retain all such records concerning this Agreement for a period of three (3) years and three (3) months after the end of the fiscal year to which they pertain.

G. Protection of Personal Information:

Each **Partner** shall implement and maintain electronic and physical data security practices for the protection of Personal Information.

H. Non-discrimination:

Colchester Senior Center in accordance with the legal, contractual and moral obligations recognized by and binding upon **TVCCA**, agrees and warrants that in the performance of the Agreement, it too is prohibited from discriminating or permitting discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown 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.

X. Agreement Amendment and Termination

- A. This Agreement will be reviewed and signed on an annual basis by both **Partners**. This Agreement may only be revised or otherwise altered in any respect upon mutual written agreement, signed by both **Partners**.
- B. This Agreement may be terminated by either **Partner** upon notice in writing at least 60 days prior to the date of termination.

In Witness Whereof, this Memorandum of Agreement was signed by both **Partners** and made effective as of the Effective Date.

Thames Valley Council for Community Action, Inc.

Town of Colchester/Colchester Senior Center



6/1/2023

Deborah Monahan
Chief Executive Officer

Date

Andreas Bisbikos
First Selectman

Date