



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Regular Meeting Minutes - Amended

Thursday, May 4<sup>th</sup>, 2023, at 7 PM

**Hybrid:** Town Hall - Meeting Room 1 & Via Zoom

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

**Also Present:** S. Hoffmann (Fire Chief), D. Sorrentino (Town Planner), S. Tassone (Town Engineer), J. Leone (Public Works Director), E. Nelson (Silver Brook Solar)

1. Call to Order – Meeting called to order at 7:08 PM
2. Pledge of Allegiance
3. Correspondence
  - D. Bates made an added motion for a Hearing of the Board of Selectmen to discuss an employee personnel issue involving the Sewer & Water Department. 2<sup>nd</sup> by D. Turner. 3 in favor (D. Turner, R. Coyle, and D. Bates) and 2 against (A. Bisbikos, J. LaChapelle). 2/3<sup>rd</sup> of all members needed to be added to the agenda. **Motion denied.**
  - A. Bisbikos asked R. Coyle and D. Turner to recuse themselves from the employee's termination hearing and provided reasoning. J. LaChapelle concurred and provided reasoning. R. Coyle and D. Turner disagreed with the reasoning.
4. Citizens Comments
  - J. Scherff raised concerns regarding a property on Skyview Drive. L. Scherff raised concerns regarding a property on Skyview Drive. M. Millington asked that the BOS hold the BOE Budget from being sent to referendum. J. McKenzie spoke about the concerns about the BOF in relation to the BOE Budget. D. Bouchard spoke about the BOE Budget and raised concerns related to the Sewer & Water employee and the entire situation. E. Kaiser spoke against the BOF's current position on the BOE Budget. J. Sevigny asked the BOS to send the BOE Budget back to the BOF. R. Silberman spoke about recusals. T. Moroch spoke about decorum. J. Farrell discussed reviewing personnel matters.
  - R. Coyle a motion to move E and make it 5.1. 2<sup>nd</sup> by D. Bates. **Motion carried unanimously 5-0**
  - D. Turner made a motion to move the consent agenda. 2<sup>nd</sup> by R. Coyle. **Motion carried unanimously 5-0**
5. Consent Agenda
  - A. Approve the 4/20/23 Board of Selectmen Regular Meeting minutes.
  - B. Accept the Tax Collector's Refunds
  - C. Motion to accept that the CORE Commission establishes an informational Facebook page.
  - D. Motion to allow the Town to apply for the FY24 School Readiness Grant as recommended by Cindy Praisner5.1: R. Coyle made a motion to approve Colchester Sablitz Property Resolution as defined in the paperwork OSWA 599 Grant and Easement Agreements and allow the First Selectman to sign all necessary documents. 2<sup>nd</sup> by J. LaChapelle. **Motion carried unanimously 5-0**

6. Green Energy Initiatives

A. Program presentation by TitanGen (Titan Energy) regarding lease of Town landfill for ground-mounted solar installation.

- D. Sorrentino discussed the project with the Board of Selectmen. J. Leone answered questions.

B. Non-residential Renewable Energy Solutions (NRES) program service agreement solicitation from Silver Brook Solar

- E. Nelson provided a presentation to the Board of Selectmen.

C. Electric Vehicle (EV) Chargers at Town Hall

- D. Sorrentino discussed the project with the Board of Selectmen.

D. Energy Audit for Town Buildings

- J. Leone discussed the project with the Board of Selectmen.
- R. Coyle made a motion to authorize the Director of Public Works to do a free energy audit for the town buildings. 2<sup>nd</sup> by J. LaChapelle. ***Motion carried unanimously 5-0***

7. Motion that the Board of Selectmen and the Board of Finance approve the \$30,900 from account 20019690-48734 Facility & Maintenance Grounds Reserve to help pay for necessary Town Green Gazebo Repairs and that the Board of Selectmen and Board of Finance approve the contract award for “Colchester Town Green Gazebo Repairs” to the apparent low builder, General Builders, LLC in the amount of \$51,800 and allow the First Selectman to sign any necessary documents associated with said contract as recommended by the Town Engineer.

- D. Turner made a motion that the Board of Selectmen recommend to the Board of Finance approve the \$30,900 from account 20019690-48734 Facility & Maintenance Grounds Reserve to help pay for necessary Town Green Gazebo Repairs. 2<sup>nd</sup> R. Coyle. ***Motion carried unanimously 5-0***
- D. Turner made a motion that the Board of Selectmen award the contract for “Colchester Town Green Gazebo Repairs” to the apparent low builder, General Builders, LLC in the amount of \$51,800 and allow the First Selectman to sign any necessary documents associated with said contract as recommended by the Town Engineer. 2<sup>nd</sup> by J. LaChapelle. ***Motion carried unanimously 5-0***

8. Motion to approve the Recreation Specialist Job Description as recommended by Tiffany Quinn and the Park & Recreation Commission.

- R. Coyle made a motion to approve the Recreation Supervisor Job Description as recommended by Tiffany Quinn and the Park & Recreation Commission and add a date of approval. 2<sup>nd</sup> by D. Turner. ***Motion carried unanimously 5-0***

9. Motion to dissolve the ARPA Ad-Hoc Committee – No action.

10. ARPA Discussion

A. Motion to approve \$100,121.62 of a New Apparatus equipment for the Colchester Hayward Fire Department as recommended by Fire Chief Steven Hoffmann

- R. Coyle made a motion to approve \$100,121.62 of New Apparatus equipment for the Colchester Hayward Fire Department as recommended by Fire Chief Steven Hoffmann. 2<sup>nd</sup> D. Bates. ***Motion carried unanimously 5-0***

B. Possible action on the ARPA Projects and the associated costs

11. Citizens Comments



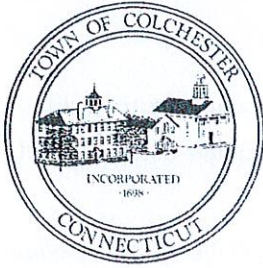
- S. Van Zilen spoke on the personnel issue, Skyview Dr., and meeting decorum. J. Vinci wanted clarity on the consent agenda. R. Silberman spoke about the Town Gazebo and the personnel matter.

12. First Selectman's Report – None

13. Liaison Reports - None

14. Adjourn – J. LaChapelle made a motion to adjourn. 2<sup>nd</sup> by D. Turner. Meeting adjourned at 9:47 PM

Minutes submitted by F. Brown



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Regular Meeting Minutes

Thursday, May 18<sup>th</sup>, 2023, at 7 PM

Hybrid: Town Hall - Meeting Room 1 & Via Zoom

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

**Also Present:** D. Sorrentino (Town Planner), C. Collins (UHY), S. Farber (UHY)

**(ALL ITEMS ON THIS AGENDA ARE SUBJECT TO POSSIBLE ACTION)**

RECEIVED  
COLCHESTER, CT  
2023 MAY 22 PM 1:44  
MAYLE FURMAN  
TOWN CLERK

1. Call to Order – Meeting called to order at 7:01 PM
2. Pledge of Allegiance
3. Correspondence
4. Citizens Comments

- J. Duigo endorsed A. Norton for the Norton Park Committee vacancy and will submit a future application for the Sewer & Water Commission. D. Mussen spoke about a property on Skyview Drive. D. Winicki spoke about a property on Skyview Drive. R. Silberman spoke about the Water Department. B. Tiezzi spoke about the Board of Education budget. B. Shipman spoke about the Senior Center project. K. Mussen spoke about the Board of Finance meeting. T. Moroch spoke about the Town and Education budgets. J. McKenzie spoke about the Board of Finance meeting. E. Shuman discussed not moving the Education Budget to a Town Meeting. M. Millington discussed not moving the Education Budget forward. J. Ford spoke about the Senior Center project and BOE budget being sent to referendum. B. Dennler stated that the Board of Selectmen should move the Education budget to a Town Meeting and acknowledged the work of those on the Public Safety Subcommittee. D. Bouchard spoke about the Public Safety Working Group Bylaws and acknowledged the work of A. Migliaccio on the Board of Finance. V. Rose spoke about the BOE budget.
- D. Turner made a motion to make it under the Consent Agenda item A as 5, item B as 5.1, item C as 5.2, and item D as 5.3 and act on them individually. 2<sup>nd</sup> by R. Coyle. **Motion carried unanimously 5-0**

5. Consent Agenda

5. Approve the 5/4/23 Board of Selectmen Regular Meeting minutes. – No action needs to be amended.
- 5.1 R. Coyle made a motion to accept the Tax Collector’s Refunds. 2<sup>nd</sup> by J. LaChapelle. **Motion carried unanimously 5-0**
- 5.2 R. Coyle made a motion to reappoint Patty Watts as Colchester’s Agent for the Elderly with a term to expire June 17, 2025. 2<sup>nd</sup> by D. Bates. **Motion carried unanimously 5-0**
- 5.3 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 and authorize a resolution on behalf of the Town of Colchester – No action.



## 6. ARPA/UHY

### A. Social Services Grant Program

- C. Collins provided an overview of what other communities had done and outlined parameters for the program. The Board of Selectmen agreed to a joint meeting of the Board of Selectmen and ARPA Ad-Hoc Committee to review the program.
- R. Coyle made a motion to send the Social Services Grant Program to ARPA. 2<sup>nd</sup> by D. Bates. ***Motion carried unanimously 5-0***

### B. Colchester Comeback Business Updates

- C. Collins and S. Farber provided the Board of Selectmen with an update on UHY's business application review.

### C. EZ-AIR application

- C. Collins, S. Farber, and D. Sorrentino provided an overview and update of the Skyview property situation. The Board of Selectmen asked questions and provided their perspectives.
- R. Coyle made a motion that UHY draft a letter to EZ-AIR on their Non-Compliance and have the First Selectman send it out. 2<sup>nd</sup> by D. Bates. Motion carried 4-1, with J. LaChapelle dissenting.
- R. Coyle motioned for a five-minute recess. 2<sup>nd</sup> by D. Bates. ***Motion carried unanimously 5-0.***
- The meeting recessed at 9:57 PM.
- The meeting reconvened at 10:02 PM
- The Board of Selectmen informally agreed to table items 6D, 10, 11, 12, and 13.

### D. Project Updates

- Tabled due to length of meeting. A. Bisbikos will email all BOS members an update.

## 7. Interviews

- E. Hast interviewed for the Planning & Zoning Commission alternate vacancy.

## 8. Discussion with Mary Williamson on the Finance Department & Robert Half.

- M. Williamson provided the Board of Selectmen with an update on the Finance Department & Robert Half.

## 9. Town and Board of Education Budgets

A. J. LaChapelle made a motion to move the proposed Town budget of \$15,633,140 and the proposed Board of Education budget of \$43,679,351 to a Town Meeting to be held on Wednesday, May 31<sup>st</sup> for 6:30 PM at William J. Johnston Middle School, 360 Norwich Avenue in Colchester, CT, and a Referendum to be held on Tuesday, June 13<sup>th</sup> from 6 AM to 8 PM at Town Hall, 127 Norwich Avenue in Colchester, CT. 2<sup>nd</sup> by R. Coyle. ***Motion carried unanimously 5-0***

B. Turner made a motion to adjourn. 2<sup>nd</sup> by R. Coyle. – Meeting adjourned. at 10:57

Minutes submitted by F. Brown

## First Selectman

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**From:** Christopher Wardrop <Christopher.Wardrop@usi.com>  
**Sent:** Thursday, May 18, 2023 4:16 PM  
**To:** Mary Williamson  
**Cc:** Andreas Bisbikos; Angela Plourde  
**Subject:** Update to USI agreement  
**Attachments:** 7.1.2023 USI brokerage Fee Agreement Colchester.doc; USI Administration Fee Agreement FY 08-09.pdf

Good afternoon Mary,

With copy to Andreas, USI maintains full transparency re: the connection between our services and compensation. Upon conducting a routine audit of in force agreements, we realized we did not have a recent, modern brokerage fee agreement in place alongside the Town and School District. As you may have heard, we have “frozen” our compensation fee for many years, in order to help protect the Town’s budget. With that in mind, I’m including an old version of a compensation disclosure agreement we had on file, and our latest one. The compensation approach we have used, mirrors the next one, and I am including an ms word version to review. No changes to compensation or services with this draft.

Please let me know any questions you and Andreas have, and otherwise let me know if you’d like me to send you a signed copy. Thanks,  
Chris

### CHRISTOPHER J. WARDROP, CIC, CRM

Partner | Senior Vice President – Insurance & Risk Management  
USI Insurance Services LLC  
530 Preston Avenue, Meriden, CT 06450  
203.634.5764 | c: 860.614.4051 | f: 610.362.8741  
[christopher.wardrop@usi.com](mailto:christopher.wardrop@usi.com) | [www.usi.com](http://www.usi.com) 

Linkedin Profile: [www.linkedin.com/pub/chris-wardrop/5/172/77b/](https://www.linkedin.com/pub/chris-wardrop/5/172/77b/)



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## **BROKERAGE SERVICE FEE AGREEMENT**

THIS AGREEMENT, effective as of July 1, 2023, is by and between Town and BOE of Colchester (“Client “), located at 127 Norwich Avenue, Colchester, CT 06415 and USI Insurance Services of Connecticut, Inc. (“USI”), located at 530 Preston Avenue, Meriden, CT 06450.

WHEREAS Client has appointed USI as its Insurance Broker of Record for Client’s insurance program described below, and

NOW, THEREFORE, in consideration of the following, Client agrees to engage USI, and USI hereby agrees to perform the services described below.

### 1. SCOPE OF SERVICES

#### *A) Risk Management*

1. Negotiate coverage terms, premiums, and the placement of coverage with insurers, for Client’s Property/Casualty insurance program, which includes Property, Commercial General Liability, Automobile, Equipment Breakdown, Law Enforcement Liability, Public Officials Liability, School Leaders Liability, Employment Practice Liability, Excess Liability, Workers Compensation, Crime, Cyber and other ancillary Property/Casualty policies.
2. Review insurance policies for conformity with the insurers’ proposals and obtain necessary revisions.
3. Obtain from the insurers and promptly deliver to Client the requested insurance policies, endorsements, and related documentation on the understanding that Client will also review all such documents delivered to Client and promptly advise USI of any revisions that may be needed.
4. Verify the accuracy of each binder, certificate, endorsement, premium audit, and premium adjustment, and other documents received from Client’s insurer(s) and obtain revisions from insurers when needed.
5. Prepare certificates of insurance as requested by Client and as appropriate.
6. Prepare a schedule of Client’s insurance policies, including the names of the insurers, policy numbers, term, limits of liability, deductibles, retentions, payment plans and the estimated annual premium.
7. Monitor the financial strength of the insurer(s) providing Client’s coverages and inform Client in the event that the A.M. Best rating of such insurer(s) is reduced below “A- “.
8. Assist Client in developing and maintaining the underwriting-related information required to obtain insurance coverage, relying on the information provided by Client on the understanding that Client shall be responsible for the accuracy such information.
9. Furnish continuing advice, technical assistance, and counsel to Client, as requested by Client.
10. Provide periodic forecasts of ultimate losses to Client in reliance on information provided by insurers and Client.



*B) Claims Loss Control & Engineering*

1. Monitor and offer comments as respects the loss control assistance provided by Client's insurer, evaluate the recommendations submitted by the insurer and negotiate changes, as requested and as appropriate.
2. Provide detailed loss data to Client, directly from the insurer on a periodic basis.
3. Analyze Client's loss data to determine trends in causes and sites of incidents and provide the data analysis to Client on a periodic basis.
4. Monitor the claim services provided by Client's insurer, including the provision of assistance regarding the submission of claims to insurers and regarding the interpretation of insurance policies.
5. Attending claims review meetings convened by Client's insurer as requested by Client.
6. Analyze reserve amounts allocated for claims at certain values and notify Client as appropriate.
7. Monitor problematic claims on an ongoing basis.

USI and Client reserve the right to re-negotiate this Agreement in the event that circumstances out of the control of Client or USI substantially increase the scope and hours of service provided by USI and exceed the fees set forth in Section 2. **However, no renegotiation shall be valid until both parties sign a written memorandum specifying the additional compensation.**

As respects all Loss Control and Engineering services described above, USI does not offer any warranty, either express or implied, that such services shall result in either monetary savings or claim payments by insurers to Client. In addition, Client acknowledges that USI, in performing a Loss Control analysis, cannot identify or detect every possible hazard, risk or legal violation that may be present in Client's operation or premises.

*C) Existing Insurance Policies*

The services to be provided by USI hereunder are provided for the exclusive benefit of Client. The services, recommendations, proposals, and information provided by USI are not to be distributed to, used by, or relied upon by other parties. Furthermore, if the services to be provided by USI hereunder shall be deemed by Client to apply to any insurance policy/policies that was in effect prior to the effective date of this Agreement, then USI's services shall not be assumed by Client to remedy or resolve any deficiencies in such policy/policies. USI will neither assume nor accept liability for any deficiencies, errors, or oversights inherent in such policy/policies until such time as USI has had adequate opportunity to review such policy/policies and to provide recommendations to Client concerning same.

*D) Additional Services*

The services described above are the only services to be provided by USI to Client under this Agreement. Any additional services requested by Client, and any related

compensation, shall be separately negotiated by USI and Client and described in an amendment to this Agreement.

Notwithstanding the foregoing, to the extent that state law prohibits value added services that are unrelated to the insurance products being sold, this Agreement may be modified so that the scope of services and the corresponding compensation therefore is compliant under state law.

2. BASIS OF COMPENSATION

In consideration of the services provided by USI, Client will pay USI fees as follows:

Cost:                    July 1, 2023 – July 1, 2024,                    \$30,000

Includes services for Property, Commercial General Liability, Automobile, Equipment Breakdown, Law Enforcement Liability, Public Officials Liability, School Leaders Liability, Employment Practice Liability, Excess Liability, Workers Compensation, Crime, and Cyber policies.

Fire department property/liability package, umbrella, and accident sickness, as well as Interscholastic sports coverage, shall remain on commissionable basis.

A. Fee to be billed in one installment (7/1 of each year).

The fee is in addition to the net premium paid for the coverage placed for Client by USI.

USI's compensation for the services excludes federal, state, and local sales, use, excise, receipts, gross income and other similar taxes or governmental charges which may be imposed. Client is responsible for paying any such taxes or charges (except for taxes imposed on the net income of USI) now imposed or becoming effective during the term of this Agreement. In addition to the premium and our compensation, USI may invoice Client for any federal, state, and local sales, use, excise, or other similar taxes, unless Client provides USI with a valid tax exemption acceptable to us.

Neither state law nor any insurance company requires USI to charge a fee.

In the event of the renewal of this Agreement, payments of such fee installments shall continue to be made on the annual anniversaries of these payment dates.

In the event of a merger, acquisitions, or other substantial changes in Client's business which result in a material increase in the work required of USI under this Agreement, the fee set forth above shall be subject to good faith re-negotiation. **However, no renegotiation shall be valid until the Client signs a written memorandum specifying the additional compensation.** In the event that Client requests USI to place new lines of insurance, USI will be entitled to accept fees or commissions on such placements. However, no additional fee or commission will

be accepted by USI without prior consent of the Client, and unless USI and Client modify this Agreement to take into account the additional services which will be provided to Client.

3. TERM OF CONTRACT

The term of this Agreement shall be July 1, 2023, to July 1, 2024. This Agreement shall be subject to termination in accordance with Section 4, Termination of Agreement, hereof.

4. TERMINATION OF AGREEMENT

The Client may terminate this Agreement upon thirty (30) days' written notice to USI. In the event of any non-renewal or termination of this Agreement, the fee as set forth in Section 2 shall be deemed earned on a pro-rata basis and payable to USI for all services performed up to that date. All work product provided by USI to Client pursuant to this Agreement shall be the property of Client up to the termination date, including all notes, drafts and documents produced by USI for Client. Notwithstanding any other provision of this Agreement, in the event of a non-appropriation, the Client shall have the right to terminate this Agreement upon thirty (30) days' written notice to Lessor.

USI's obligation to render the services under this Agreement ends on the effective date of termination of this Agreement. USI will assist in the orderly transition of matters to Client or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after termination of the Agreement. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, USI may provide services after the termination of this Agreement for mutually agreed additional compensation. Nevertheless, we will process all remaining deposit premium installments on the policy(is) in effect at the time of change.

5. ASSIGNMENT

Neither Client nor USI shall assign, solicit, or transfer their rights or obligations under this Agreement without prior written consent of the other, and such consent shall not be unreasonably withheld.

6. CONFIDENTIALITY

"Confidential Information" shall mean non-public information revealed by or through a party to this agreement (a "Disclosing Party") to the other party (a "Receiving Party") including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, and (c) all forms and types of financial, business (including customer information), scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing



- A. As to any Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party will take reasonable precautions in accordance with procedures it follows with respect to its own important confidential information to prevent disclosure, directly or indirectly, of all or any portion of the Confidential Information.
- B. Except as may be required by law or legal process, the Receiving Party agrees not to otherwise use the Confidential Information obtained hereunder in the absence of a written letter agreement with the Disclosing Party. The Receiving Party further agrees to return to Disclosing Party all Confidential Information received hereunder upon written request, therefore.
- C. The obligations hereunder remain in full force and effect until and unless: (a) the Receiving Party can show that such Confidential Information was in the Receiving Party's possession prior to the date of the disclosure by Disclosing Party; or (b) such Confidential Information was obtained by the Receiving Party after the date of this Agreement from a party other than Disclosing Party, and the receiving party has no knowledge that said party is under an obligation of confidentiality to the Disclosing Party with respect to such information; or (c) such Confidential Information becomes generally available to the trade, or to the public, through sources other than Receiving Party; or (d) such Confidential Information is developed at any time by the Receiving Party independent of information or materials disclosed by Disclosing Party to the Receiving Party.
- D. In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by the Disclosing Party, it is agreed that the Receiving Party will cooperate with the Disclosing Party and provide the Disclosing Party with prompt notice of such request(s) or requirement(s) so that the Disclosing Party may seek an appropriate protective order, at its sole cost, or waive compliance by the Receiving Party with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the opinion of the Receiving Party, legally required to disclose the Confidential Information forwarded by the Disclosing Party, the Receiving Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it considers that it is legally required to disclose.
- E. Upon termination of this Agreement, or upon Disclosing Party's earlier request, Receiving Party shall promptly deliver to Disclosing Party all Confidential Information and any other material which Disclosing Party furnishes to Receiving Party in connection with this Agreement.

7. INTELLECTUAL PROPERTY

USI shall retain all title, copyright, patent, trademark, and all other intellectual property rights to all USI developed computer programs models and tools and to their output and to all USI developed methodologies and documents used in performance of the services under this agreement.

8. CONFLICTS OF INTEREST

USI shall report immediately to Client any circumstance in which USI is in a conflict-of-interest and cannot provide the services in accordance with the terms of this Agreement. Promptly thereafter, we shall meet and discuss in good faith what steps need to be undertaken with respect to the services and the provision thereof by USI.

9. PREMIUM /HANDLING OF FUNDS

Client shall provide immediately available funds for payment of premium by the payment dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by insurers.

USI will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with the requirements or restrictions of applicable state and federal laws and regulations.

In the ordinary course of business USI will receive and retain interest on premiums paid by Client from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to Client after we receive such funds.

10. SURPLUS LINES TAXES AND OTHER FEES

In the event that USI or a USI affiliate procures coverage for Client from a surplus lines insurance company, Client will be responsible for payment of surplus lines taxes on such coverage. Client will also be responsible for payment of fees or surcharges required by law. In all such cases, USI will endeavor to identify such taxes and fees to Client, but the liability for payment of these taxes, fees and surcharges is assumed by Client. USI will not under any circumstances pay, transmit or be responsible for the payment of any surplus lines tax or fee.

11. USI'S POLICY REGARDING COMPENSATION FROM INSURERS AND INTERMEDIARIES

As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms, or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. The Client agrees to pay compensation to USI for the placement of insurance pursuant to this written agreement. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or

profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom the Client's insurance is placed, or with the insurance intermediary we use to place the Client's insurance. Such agreements do not affect or modify in any way USI's responsibilities to the Client. The Client may obtain information about the nature and source of such compensation expected to be received by USI, and, if applicable, compensation expected to be received on any alternative quotes pertinent to the Client's placement upon Client's request.

Generally speaking, USI will annually receive from the various insurers with which it places risks about 1% to 1.5% of its total annual premium placements as contingent compensation. Historically, such compensation has been computed based upon a variety of factors and variables, including but not limited to the loss history of Client's coverages, the volume of total coverages placed by USI with the insurer, the period of time over which the coverages were placed with the insurer, and other considerations. In any event, the Client is invited to obtain as much detail as it wishes from USI on the computation of the particular contingent compensation applicable to its placement.

12. REPORTING CHANGES IN EXPOSURE

Client shall promptly notify USI with respect to all material changes in exposure and all changes in loss-related information. USI shall promptly notify the affected insurance companies of such changes.

13. INSURER SOLVENCY

USI does not guarantee the solvency of any insurer with which it places Client's risks.

14. SEVERABILITY

If any part, term, or provision of this Agreement shall be found by a court to be legally invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provisions or portion of this Agreement.

15. AGREEMENT CONSTRUED UNDER STATE LAWS

This Agreement is to be executed and performed in the State of Connecticut and shall be construed in accordance with the laws of such State.



16. CHANGES TO BE IN WRITING

This Agreement may be amended only by a written agreement executed by both USI and Client.

17. WAIVERS

The failure of USI or Client to insist on strict compliance with this Agreement, or to exercise any right(s) hereunder shall not be construed as a waiver of any of the rights or privileges contained herein.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior agreements, arrangements, and understandings between the parties, whether oral or written, with respect to its subject matter.

19. RECORD RETENTION

USI will retain its records of all matters relating to this Agreement in accordance with USI's record retention policy, (a copy of which will be made available to Client upon request), and all applicable laws and regulations.

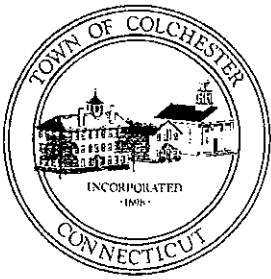
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

\_\_\_\_\_  
CLIENT

BY \_\_\_\_\_  
Authorized Representative

USI Insurance Services LLC

BY: \_\_\_\_\_  
Name: Christopher Wardrop  
Title: Senior Vice President



# *Town of Colchester, Connecticut*

## **OFFICE OF THE TAX COLLECTOR**

127 Norwich Avenue, Colchester, Connecticut 06415

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### **MEMORANDUM**

To: Board of Selectmen  
From: Michele Wyatt; Tax Collector  
Date: June 1, 2023  
Re: Contract for TaxServe, LLC

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Last May the Tax Department entered into a one-year agreement with TaxServe, LLC in the collections of delinquent taxes.

TaxServ, LLC was established in 1993 to fill the need to assist governments with revenue management in the recovery of delinquent receivables. TaxServ is one of only a few national firms with a sole focus on local and state government receivables, including: motor vehicle taxes; personal property taxes; real estate taxes; court fees and fines; parking citations; police private duty charges; fire watch service charges; code enforcement fines; water, sewer, and other utility charges; and other unpaid governmental fines and use fees.

During the first year we have seen some progress in collecting as well as working with them in various other enforcements tools. We have given them some very hard cases and they have been able to collect payments. These are accounts that the office used all our enforcements tools and were unable to collect. Had we have not done this these accounts would be dropping off as they are reaching the 15-year collectable mark. The office would like to continue to utilize this service to continue to bring in delinquent collections to the town.

### **Recommended Motion**

Motion to approve the continued use of TaxServe, LLC and authorize the First Selectman to sign the contract and all necessary paperwork.

Respectfully Submitted,

Michele Wyatt

**FIRST EXTENSION**  
**of**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**by and between**  
**TOWN OF COLCHESTER, CT**

**And**  
**TAXSERV CAPITAL SERVICES, LLC**

This FIRST EXTENSION of that particular AGREEMENT FOR PROFESSIONAL SERVICES is effective as of May 6, 2023 ("First Extension") and is by and between **TaxServ Capital Services, LLC**, with offices at 25 Prescott Street, West Hartford, CT 06110 (the "Contractor") and the **Town of Colchester**, with an address of 127 Norwich Avenue, Colchester, CT, CT 06415 (the "Town").

**RECITALS**

**R-1.** Town and Contractor entered that particular Agreement for Professional Services by and between Town and Contractor dated as of May 6, 2022 ("Agreement").

**R-2.** The Agreement included a base term of one (1) year with the Town having an option to extend the term of the Agreement for three (3) additional one (1) year terms.

**R-3.** Town and Contractor both desire to extend the term of the Agreement.

**AGREEMENT EXTENSION**

In consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Town and Contractor, intending to be legally bound, agree as follows:

1. **TERM OF AGREEMENT.** Pursuant to paragraph 2 of the Agreement, the Town elects to extend the term of the Agreement for a period of one year to May 6, 2024. Contractor accepts the extension of the Agreement to May 6, 2024. The Term of this Agreement shall be extended beyond the stated termination date on a month-to-month basis until the Town issues either: (a) a thirty (30) day Notice of Termination; or (b) an extension or a new agreement is executed.
2. **REAFFIRMATION OF AGREEMENT.** Except as extended and modified herein, the Agreement is reaffirmed and ratified.

**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS THEREOF, the TOWN OF COLCHESTER and TAXSERV CAPITAL SERVICES, LLC have executed this First Extension of the Agreement this \_\_\_\_ day of May 2023 and effective as of May 6, 2023

**WITNESS:**

**TOWN OF COLCHESTER**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Andreas Bisbikos  
Its: First Selectan

\_\_\_\_\_  
Printed Name:

**WITNESS:**

**TAXSERV CAPITAL SERVICES, LLC**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Roger Blain  
Its: President

\_\_\_\_\_  
Printed Name: