

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Regular Meeting Minutes Thursday, June 15th, 2023, at 7 PM **Hybrid**: Town Hall - Meeting Room 1 & Via Zoom

Members Present: A. Bisbikos, D. Bates, J. LaChapelle, D. Turner, and R. Goyle Also Present: S. Hoffmann (Fire Chief), S. Shoemaker (Fire Marshal)

- 1. Call to Order Meeting called to order at 7:12 PM by A. Bisbikos
- 2. Pledge of Allegiance
- 3. Correspondence
 - J. LaChapelle issued a statement on correspondence and on a Citizens Comments List
- 4. Citizens Comments
 - S. Schuster spoke about voting. C. Rivers stated that the list was used for canvassing. D. Lambert stated that the list is used to exclude. T. Moroch spoke about the budget process. T. Rudko spoke raised concerns against the list and allegations. E. Shuman spoke about the list and its purpose. R. Silberman spoke about lists and the Sewer & Water concerns. M. Egan condemned the idea of an investigation on the list in question. C. O'Donal praised the First Selectman for his business tour and the positive direction of the town. D. Bouchard condemned the intent of the list and identified concerns related to the Town Meeting. B. Dennler spoke about the list, the possible investigation, and politics. J. Coakley spoke raised his concerns related to the list. K. Kardys spoke about list making and the integrity of the DTC. V. Rose spoke about the budget process and the list. S. Chapman stated the list was used for canvassing and to not waste time on an investigation. M. Dubreuil raised concerns about the list. J. Ford spoke about the intent of the list, town legal costs, and the budget process. J. Shuman raised concerns about J. LaChapelle's behavior. R. Coyle spoke about the list as a canvassing tool, raised concerns on how J. LaChapelle obtained the email in question, and how BOS meetings shouldn't be political theater. G. Transue that people should be careful on how they use words and make allegations. S. Croucher spoke about the budget process and politics. M. Rudko raised concerns about the DTC's allegations. J. Sevigny spoke about the referendum vote. S. Armstrong spoke about the budget process. M. Gilman about the list and the budget process.
- 5. Possible action to open an investigation on Selectman Rosemary Coyle, Selectman Denise Turner, Public Safety Committee Member Bernie Dennler, and Town Clerk Gayle Furman in relation to correspondence from Selectman Jason LaChapelle.
 - J. LaChapelle responded to concerns raised during citizens' comments and called off asking for an investigation.
 - A. Bisbikos issued a statement on the Citizens' Comments List. (Statement attached)
- 6. Presentation and Review of Sewer & Water Commission Chairman Stephen Coyle

- A. Bisbikos provided a timeline of D. Gesiak's 2017 removal from Planning & Zoning to establish a bar for removal. D. Bates and J. LaChapelle weighed in on D. Gesiak's removal.
- A. Bisbikos reviewed the Board of Selectmen Correspondence on Stephen Coyle and discussed conflicts of interests/bias.
- R. Coyle recused herself from the evidence review and subsequent vote at 8:50 PM
- A. Bisbikos presented the removal letter and evidence to the Board of Selectmen. The Board of Selectmen
 discussed the evidence.
- A. Bisbikos made a motion to remove Stephen Coyle from the Sewer & Water Commission. 2nd by J. LaChapelle.
 Motion carried 2-1-1 with D. Bates abstaining and D. Turner voting no.

7. Consent Agenda

- R. Coyle made a motion to remove the minutes from the consent agenda and make it 7.1. 2nd by J. LaChapelle. *Motion carried unanimously 5-0*
- R. Coyle made a motion to move the consent agenda. 2nd by D. Turner. *Motion carried unanimously 5-0*
- 7.1: R. Coyle made a motion to approve the 6/1/23 Board of Selectmen meeting minutes as amended. 2nd by J. LaChapelle. *Motion carried unanimously 5-0*

8. Fire Department

- S. Hoffmann provided a Fire Department Rebranding Presentation. S. Hoffmann answered questions from the Board of Selectmen and the public.
- S. Shoemaker provided recommendations to Town Ordinances, Chapter 6 Alarm Systems and Town Ordinances, Chapter 103 – Rapid Access Systems
- J. LaChapelle made a motion to set a Public Hearing to be held on Thursday, July 13th for 5:30 PM at Town Hall, 127 Norwich Avenue in Colchester, CT to modify Town Ordinances, Chapter 6 Alarm Systems and Town Ordinances, Chapter 103 Rapid Access Systems as recommended by the Fire Marshal and the Town Ordinances, Chapter 59 as recommended by the Fire Chief. 2nd by R. Coyle. *Motion carried unanimously 5-0*

9. Silver Brook Solar

• R. Coyle made a motion to approve the amended Memorandum of Intent to Lease with Silver Brook Solar, LLC and the Town of Colchester and have the First Selectman sign all the necessary documents. 2nd by J. LaChapelle. *Motion carried unanimously 5-0*

10. ARPA

• R. Coyle made a motion that the Board of Selectmen approve the contract award for the Construction of Trail Head Parking Lot, Middletown/Rte. 16 (Sablitz Open Space Property) to the apparent low bidder, Roma Construction Inc. in the revised amount of \$52,852 and allow the First Selectman to sign any necessary documents associated with said contract as recommended by the Town Engineer. 2nd by D. Bates. *Motion carried unanimously 5-0*

11. Commission/Committee Appointments

• D. Bates made a motion to appoint Andrew Norton to the Norton Park Committee as an alternate vacancy with a term set to expire until the committee is dissolved. 2nd by R. Coyle. *Motion carried unanimously 5-0*

- 12. Motion to approve of the Naming Facilities/Areas and Recognition updates as found in the 3.1 in the Town Policy
 - R. Coyle made a motion to approve of the Naming Facilities/Areas and Recognition updates as found in the 3.1 in the Town Policy. 2nd by J. LaChapelle. *Motion carried unanimously 5-0*
- 13. Motion to approve that the Nip Surcharge Disbursements be utilized by the Public Works Department for the following uses to 1) Repair/Upgrade Streetsweeper as needed and 2) Recycling Efforts per the discretion of the Public Works Director
 - Tabled
- 14. Citizens Comments
 - D. Lambert discussed membership on the Board of Selectmen. K. Kardys discussed the BOS agenda's order. M. Egan discussed Stephen Coyle's removal and transparency. D. Bouchard stated concerns related to those who spoke during citizens comments and to the declassified Citizens' Comments List. J. McKenzie shared a perspective on the First Selectman and on the budget referendum results. T. Moroch spoke about citizens' comments and rearranging the agenda items. T. Rudko spoke about the DTC's behaviors, budget referendum, and the budget process. S. Breitmaier spoke about the education budget.
- 15. First Selectman's Report Tabled
- 16. Liaison Reports Tabled
- 17. Adjourn
 - D. Bates made a motion to adjourn. 2nd by R. Coyle. Meeting adjourned at 11:23 PM

Minutes submitted by F. Brown

First Selectman's Statement on Citizens' Comments List

A 2020 Cato Institute/YouGov national survey of 2,000 Americans finds that 62% of Americans say the political climate these days prevents them from saying things they believe in. Majorities of Democrats (52%), independents (59%) and Republicans (77%) all agree they have political opinions they are afraid to share.

At the July 7th, 2022, Board of Selectmen meeting, Citizens Comments was used as a tool to create a list of those who support me as First Selectman. I have spoken to quite a few citizens (Republican, Democrat, Unaffiliated) and here was the common consensus: the list that was made public is a clear violation of public trust and at minimum quite creepy. One person on the list issued correspondence, the individual whose husband spoke at Memorial Day, and she stated "I, as a citizen, should be able to speak freely and without fear of recourse." Yet on the declassified list it was made clear that we need to watch out for these people "in case we ever cross paths".

In a society in which people partake in "cancel culture", we have seen numerous people get fired or seen their livelihoods shattered for the beliefs they hold. It begs the question; how many people will be denied a chance to sit on a Board or Commission if their names are on this list? Will those listed be denied a job if the First Selectman candidate that appears endorsing this list gets into office?

Former Socialist leader Hugo Chavez created a list to deny people government jobs, benefits, and documents for the opposition's rank and file in Venezuela. In 2004, Luis Tascon went public on this list which included 2.4 million Venezuelans.

History demonstrates that creating lists and marginalizing people we disagree with could lead to very dark places. Lists like this won't bring Colchester together.

From:

Kayla Fortier

Sent:

Thursday, June 15, 2023 3:36 PM

To:

Andreas Bisbikos; Franchesca Brown

Cc:

Gayle Furman; nolaw65@gmail.com

Subject:

FW: Resignation from Commission on Aging

Just sending this email over again as requested by Nola Weston.

Thank you

Kayla Fortier, CCTC

Assistant Town Clerk Town of Colchester

P: 860-537-7215

Email: kfortier@colchesterct.gov

From: Gayle Furman <townclerk@colchesterct.gov>

Sent: Wednesday, May 17, 2023 9:01 AM

To: Franchesca Brown <fbrown@colchesterct.gov> **Cc:** Kayla Fortier <kfortier@colchesterct.gov>

Subject: Fw: Resignation from Commission on Aging

Just letting you know there is now a vacancy on the Commission on Aging. See below. I already changed it on the website and in Sharepoint.

Gayle Furman CCTC, CMC

Town Clerk

127 Norwich Avenue

Colchester, CT 06415

(860)537-7215

From: Byzantium <quinnmacko@gmail.com>

Sent: Tuesday, May 16, 2023 5:53 PM

To: Gayle Furman < townclerk@colchesterct.gov Subject: Resignation from Commission on Aging

Dear Ms. Furmann,

This is Quinn M Kozak of the Commission on Aging, I wanted to reach out to you to tell you that I am unable to attend future Commission on Aging meetings due to other commitments in my life and would therefore resigning from the

board. However I would like to make it clear that I will be remaining on the Zoning Board of Appeals. Thank you and have a nice day

Sincerely, Quinn M Kozak

Sent from Mail for Windows

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.

From:

Ron Silberman < ron@aslockco.com>

Sent:

Wednesday, June 28, 2023 9:45 AM

To:

First Selectman; Rosemary Coyle; Denise Turner; Deborah Bates; Jason LaChapelle

Subject:

Water/Sewer Commission

I believe my term on the Water/Sewer Commission expires the end of June or soon thereafter. I have made my intentions for another three year term known but have yet to see it on the BoS Agenda for a formal vote. If it's missing at the next scheduled meeting again, I request someone to add it and take a quick vote.

I am the only member that meets the "in water district" requirement and due to things beyond our control, we need 100% attendance to have a quorum.

Ron Silberman Action Services "Lock" Company 860-537-1932 ron@aslockco.com www.aslockco.com

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.

From:

Kayla Fortier

Sent:

Tuesday, June 27, 2023 11:10 AM

To:

Board of Selectmen Boards & Commissions

Cc: Subject:

Term Renewal for Ron Silberman

Hello,

I am sending this email to let you know that Ron Silberman would like to renew his term on the Sewer & Water Commission. His current expiration date is set to expire 6/30/2023. This is a 3 year term for Sewer & Water members.

Thank you

Kayla Fortier, CCTC

Assistant Town Clerk Town of Colchester

P: 860-537-7215

Email: kfortier@colchesterct.gov

From:

Nicole Besseghir < Nicole.Besseghir@ct.gov>

Sent:

Friday, June 30, 2023 12:25 PM

To:

Gayle Furman

Cc:

First Selectman

Subject: Attachments: Colchester Historic Documents Preservation Grant Application – FY 2024, Cycle 1 Colchester_HDPP Grant Contract-FY2024 Cycle 1.pdf; Contract Return Instructions

FY2024 Cycle 1.pdf

Dear Gayle,

The State Library is pleased to inform you that the municipality's Historic Documents Preservation Grant Application has been approved.

To receive the grant, the municipality must now enter into a contract with the State Library.

Please find these two documents enclosed:

- 1. Grant Contract
- 2. Instructions

The Grant Contract must be signed by the Municipal CEO (MCEO), scanned, and **returned by email** no later than **August 7, 2023**. When requesting the MCEO signature, please also provide a copy of this award letter.

After the contract is returned to the State Library and signed by the State Librarian, a copy of the fully executed contract will be returned to the municipality by email.

Grant work and expenditures may begin only **after** the contract has been fully executed and must be completed by **June 30, 2024.**

Grant award payments will be processed within 45 days after the contract has been fully executed.

The final report should be **submitted by email** immediately upon completion of the grant.

For complete requirements, including grant amendment procedures, see the *FY 2024 Grant Guidelines*: https://ctstatelibrary.org/publicrecords/hdpp.

For questions, please email me at <u>nicole.besseghir@ct.gov</u>.

Best, Nicole



Nicole Besseghir | Public Records Analyst | Office of the Public Records Administrator

nicole.besseghir@ct.gov | Office: (860) 757-6563 | https://ctstatelibrary.org/ | CT State Library | 231 Capitol Ave. Hartford CT 06106

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.

Historic Documents Preservation Program Connecticut State Library Hartford, Connecticut 06106

GRANT CONTRACT

Targeted Grant FY 2024, Cycle 1 — Grant # 028-PC-24

This contract made between the State of Connecticut, Connecticut State Library (hereinafter "State Library") and the **Town of Colchester** (hereinafter "Contractor") pursuant to C.G.S. §§ 11-8i through 11-8n, inclusive.

WHEREAS, the State Library's Office of the Public Records Administrator administers the Historic Documents Preservation Grant Program ("Program") for the purpose of preserving and managing historic documents;

WHEREAS, all Connecticut municipalities are eligible to apply for a Targeted Grant ("Grant") from this Program; and

WHEREAS, the Contractor is a municipality;

NOW THEREFORE, in consideration of the aforesaid and the mutual promises hereinafter contained the parties do hereby agree as follows:

- 1. The State Library hereby authorizes a Grant for an amount not to exceed \$6,000 (hereinafter "Grant Funds"), for the following (hereinafter referred to as the "Project") as approved in the municipality's Targeted Grant Application on June 30, 2023, on file at the State Library:
 - A. Microfilming project for public records.
 - B. Reformatting project for public records.
 - C. Purchase of archival supplies for the preservation of public records.
 - D. Purchase of security equipment that meets current records management/archival standards for the safe keeping of public records.
- 2. The approved Project Budget is as follows:

	Expense Type	Funds Approved
1.	Consultants/Vendors	\$ 6,000.00
2.	Equipment	\$
3.	Supplies	\$
4.	Town Personnel Costs	\$
5.	Other (specify)	\$
6.	TOTAL	\$ 6,000.00

The Contractor is responsible for any Project expenses greater than the Grant Funds.

3. Contract Period. The Contractor shall complete the Project and expend the Grant Funds as described in the Project Budget within the contract period. The contract period is from July 1, 2023, or the date of approval of this contract by the State Librarian or, if applicable, the Connecticut Attorney General, whichever is later, through June 30, 2024. Any Grant Funds remaining unexpended on June 30, 2024, must be returned to the State Library with the Project Evaluation/Expenditure Report.

- 4. **Payment.** The State of Connecticut shall assume no liability for payment of services under the terms of this contract until the Contractor is notified that this contract has been approved. Payment to the Contractor shall be processed within 45 days of approval of this contact, or within 45 days of the first day of this contract period, whichever is later.
- 5. Contract Amendment. To request approval for a change to the Grant's purpose, methodology, budget and/or completion deadline, the Contractor shall submit an Amendment Request Form, available on request from the State Library, to the State Library at least two (2) months prior to the then-current end of the contract period. (a) The State Library must approve any changes to the Grant's purpose and/or methodology which are deemed significant by the State Library. (b) The State Library must approve any budget reallocation that exceeds ten percent (10%) of the total Grant Funds. The Contractor may reallocate up to ten percent (10%) of the total Grant Funds among line items contained in the approved Project Budget as detailed in Paragraph 2 of this contract without prior approval. (c) The State Library must approve any extension to the completion deadline. The Contractor must notify the State Library immediately if difficulties arise that could affect the timely completion of all grant work and expenditures. Extensions are at the sole discretion of the State Library and will not be considered except in the most extenuating situations beyond the municipality's control.
- 6. **Final Report.** The Contractor shall submit a *Project Evaluation/Expenditure Report*, available on the State Library website at ctstatelibrary.org, for receipt at the State Library by **September 1, 2024**. Failure to submit a completed *Project Evaluation/Expenditure Report* for receipt by the due date may result in termination of the Grant and the requirement that the Contractor return the full Grant Funds, as well as loss of eligibility for the next grant cycle. This filing deadline shall not be extended. Financial and other supporting documentation for the grant must be maintained by the municipality as part of the grant file in accordance with the municipal records retention schedules.
- 7. **Insurance.** The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable claim whatsoever. If requested, certificates of such insurance shall be filed with the State Library prior to the performance of services.
- 8. **Indemnification.** The Contractor agrees to indemnify and hold the State, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Contractor or any of its officials, agents, or employees of the Contractor's obligations under this agreement. It is further understood that such indemnity shall not be limited by any insurance coverage which is required herein Paragraph 7.
- 9. Audit Requirements for State Grants. For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the State Library 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.
- 10. Inspection of Work Performed. (a) The State Library or its authorized representative shall at all times have the right to enter into the Contractor's or subcontractor's premises, or such other places where duties under this Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with C.G.S. § 4e-29 to ensure compliance with this contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to State Library representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Written evaluations pursuant to this paragraph shall be made available to the Contractor.

- (b) The Contractor must incorporate this section verbatim into any contract it enters into with any subcontractor providing services under this contract.
- 11. **Refund.** The Contractor shall refund any amounts found to be owing to the State as a result of an error or the discovery of any fraud, collusion, or illegal actions and shall make such refund within thirty (30) days from the notice in writing by the State. In the event that the Contractor fails to make such refund, the State shall deduct such amount from any current or future sums owing to the Contractor on the part of the State from any source or for any purpose whatsoever.
- 12. **Governing Law.** This contract and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Connecticut.
- 13. **Assignment.** The Contractor shall not assign any of its rights or obligations or sublet under this contract, voluntarily or otherwise, in any manner without the prior written consent of the State Library. The State Library may void any purported assignment in violation of this paragraph and declare the Contractor in breach of contract. Any cancellation by the State Library for a breach is without prejudice to the State Library or the State's rights or possible claims.
- 14. Claims Against the State. The sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

15. Executive Orders and Other Enactments.

- (a) 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 the State Library's authority to require compliance with the Enactments.
- (b) 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.
- (c) 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.
- 16. **Termination.** The State may terminate this contract upon thirty (30) days written notice to the Contractor if the Contractor fails to comply with this contract or time schedules to the satisfaction of the State. In the event of such a termination, the State shall not be responsible for any future payments to the Contractor, and the State may recover any payments already made to the Contractor by any available means, including the withholding of grants of funds otherwise due the Contractor from the State.

- 17. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.
- 18. **Entire Agreement.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the State Library. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General, if applicable. This contract shall be binding upon and shall inure to the benefit of the Contractor and its successors.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Municipality:					
Signature of Municipal CEO, duly authorized	– ————————————————————————————————————				
Name (Print Clearly)	Title (Print Clearly)				
Municipality (Use "City of" or "Town of" Format)	Email				
Municipality Mailing Address (Print Clearly)					
Connecticut State Library:					
Deborah E. Schander, State Librarian	Date				

For STA	TF I II	RRARY	lice	Only

Fund	Department	SID	Program	Account	Project	Budget Ref.
12060	CSL66091	35150	73001	55070	CSL 000000020151	2024

Instructions: Returning the Contract

Scan and Return by Email Only

Please follow these steps:

L.	Have t	he Municipal CEO sign and date the Contract.
		Clearly print name, title, email address, municipality name and mailing address.
		Use the FULL municipality name (ie, City of or Town of format). That is, it must match the name as shown on page 1 of the Contract. <i>It may be helpful for the clerk to fill in this section before forwarding the contract for signature.</i>
)	Scan tl	ne signed Contract — all 4 pages — and email by August 7, 2023 to:
••	<u>Jean ti</u>	ic signed contract an i pages and contain sign agree i justification
	nicole.	pesseghir@ct.gov
		First check your attachment to ensure that:
		 The scan includes <u>all 4 pages</u> of the Contract.
		 All information in the Municipality section on page 4 has been completed including the FULL municipality name (see STEP 1 above)
		If unable to meet this return deadline, send an email by August 7^{th} to request an extension.
		Do not mail the hard copy . Keep it on file until the final executed copy has been received.
3.	Wait f	or notification before beginning the grant.
		The town clerk will be notified by email when the contract has been executed by the State Library and a copy will be provided. Please note that contracts are processed in batches and require turnaround time.
		Grant project work and expenditures may begin only after the contract has been fully executed.