

## First Selectman

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**From:** Stephanie Mattera <StephanieMattera@outlook.com>  
**Sent:** Thursday, July 7, 2022 11:36 PM  
**To:** First Selectman; Rosemary Coyle; Deborah Bates; dlachapelle@colchesterct.gov; Denise Turner  
**Cc:** Dave Koji; Franchesca Brown  
**Subject:** ARPA Committee Selection

Dear Board of Selectmen,

I attended this evening's meeting and was present for your vote to appoint two members of the public to the ARPA Ad-Hoc Committee. The reasons for appointing the two members, as given by Rosemary Coyle, were they had not missed an ARPA meeting, and then their interviews were referenced as a last-minute add-on. This will be clear in the recording once you post it on the town's website. I read about the ARPA committee opening in the *First Selectman's Office Town of Colchester* post dated Friday, May 20th on the Facebook page. I submitted an application in-person at the town hall on Monday, May 23rd, and followed up via email with Andreas on May 26<sup>th</sup> via email. He was responsive and emailed me on May 28<sup>th</sup> and provided me with the opportunity to interview at the next Board of Selectmen meeting on June 2nd. Unfortunately, his email was routed to junk because he replied from [selectman@colchesterct.gov](mailto:selectman@colchesterct.gov), and I emailed him at [abisbikos@colchesterct.gov](mailto:abisbikos@colchesterct.gov). I found his email in my junk mail, responded, and interviewed at the next Board of Selectmen meeting on June 16th.

In the June 16<sup>th</sup> interview, I was asked if I had attended any of the ARPA meetings, and I stated no because I did not learn about the opportunity until May 20th. The following ARPA Ad-Hoc Committee meetings were canceled: May 23rd, June 6th, June 20th, and July 5th. I requested an informational interview with Dave Koji on June 21st to learn more about the committee and put the next ARPA meeting on my calendar, which was also canceled. Dave was wonderful to talk to and informative.

When there was an opportunity for further discussion offered by Andreas in tonight's meeting, no one added anything additional. I appreciated that Andreas noted that both myself and Brien Brown should be considered for other committees. However, I will not seek an appointment with another committee in this town after seeing how this was handled. It is sad for Colchester that a person with my extensive experience and education, passion, and heart was not truly considered or given the opportunity to serve her local community in this capacity.

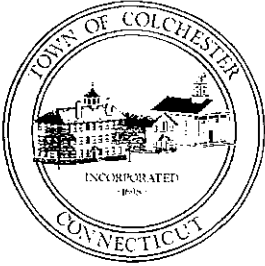
As an elected board that stressed process and made that one of the focal points of this evening's meeting and criticism of Andreas, I am disappointed that there was not a fair process given here. This is politics as usual.

Best regards,

Stephanie

Stephanie A. Mattera

**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.



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Minutes  
Thursday, July 7<sup>th</sup>, 2022, at 7 PM

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

**Others Present:** S. Hoffmann (Fire Chief)

1. Call to Order – A. Bisbikos calls meeting to order at 7 PM
2. Pledge of Allegiance
3. Correspondence
4. First Selectman's Statement

A. Bisbikos reads the following statement into the record:

Good Evening Colchester Citizens,

Misleading headlines from sensationalist media outlets and abrasive rhetoric from local political extremists have tarnished a parent's concern regarding the placement of a book.

Recently, a parent brought forward a complaint over a sexually provocative graphic in a book about RuPaul. The parent felt the book was not properly located in an age-appropriate section of the children's library and came to me expressing those concerns. These concerns were brought to our library director for review of placement. The book was temporarily removed from circulation but only until an age-appropriate location could be identified. The book is still available for anyone in the public to review, it is just not located in the children's section. Clearly, there may need to be a review of existing policy to ensure that books are properly placed in the age-appropriate sections of the library.

No book is being censored or banned. The question is whether we can find a more age-appropriate section of the library for the book with the consideration of the sexually provocative image that is being displayed. The concerns are with the placement of a book containing a sexually provocative image, not the book itself. The decision to review the book has nothing to do with anyone's sexual orientation or any social issues. None of the other Pride Books were pulled. If this image was found in a book about George Washington in the children's section, there would have been an identical response.

RECEIVED  
COLCHESTER, CT  
2022 JUL 11 PM 3:58  
Gayle Furman  
TOWN CLERK

I have also instructed our Library Director to conduct an inventory of the children's section. Protecting our children is important. It is imperative that we review to see if there are any other books that may contain sexually suggestive imagery and whether to consider placing them in a more age-appropriate location. Our kids matter.

Sincerely,

Andreas Bisbikos

- R. Coyle spoke about the importance of procedure, working with the Board of Selectmen, and spoke about the negative publicity regarding the book concern. A. Bisbikos read from the Charter that the First Selectman shall be responsible for the direction and supervision of all activities within each department. R. Coyle read from the Charter that the Board of Selectmen shall oversee all internal operations of all town departments. D. Turner spoke about the timeline of the book situation and the dangers of social media. J. LaChapelle spoke about the timeline of the book situation & the First Selectman's statements to the Rivereast about the age-appropriate section of the library. D. Bates responded to emails that there will be no censorship or banning, the importance of following proper protocols, and the importance of parents monitoring their children. R. Coyle spoke out against an inventory because of the length and energy needed to complete it.
- R. Coyle made a motion that the Board of Selectmen rescind the First Selectman's directive to the director of the library to review the 25,909 items in the Children's Library collection. 2<sup>nd</sup> by J. LaChapelle. *Motion carried unanimously 5-0*
- R. Coyle emphasized the importance of following procedure and that parents redirect their children if there is concerning material. A. Bisbikos stated that we will review books on a case-by-case basis, we will go through the process, and if need be, will go to the Board of Selectmen. A. Bisbikos stated that he takes the welfare of our children very seriously and that the book in question was next to second grade reading material and would testify in court to that.

#### 5. Citizens Comments

- E. Howes spoke in support of the FS and voiced concern over the placement of the book. S. Gillespie discussed the importance of optics and process. J. Thomas spoke in support of the FS and protecting the children of the town. J. Barnowski mildly agreed that the image was not age appropriate, but it should come down to the parents to make the decision. P. Hanrahan spoke in support of the FS, that children

should be shielded from hypersexual material that is increasingly on display at the children's section of the library. J. Cox spoke about overreach, communication, and censorship. T. Crowell spoke in support of the FS and emphasized that the town should focus on the budget instead of a book. R. Silberman thanked the BOS for collectively correcting the inventory review and to focus on the future. C. Barthel spoke against preferential treatment, against the inventory review, and support of the library staff. K. Kardys spoke against government overreach and asked the FS to resign. A. Bisbikos responded that he will not resign and will always stand for our kids. A. DePaola spoke against the misinformation that has been put out there, that age-appropriate content is in the proper section of the library, and her & her family support the FS for protecting the children. S. Banning spoke about the importance of libraries, support of the libraries, and the importance of following protocols. MJ. Lawton spoke against the actions of the FS and showed support to the library staff. S. Croucher discussed her family's experience in following procedure over a concerning book and the contents of the library. S. Esteves spoke in support of the FS, family member's traumatic experiences due to sexual images at a young age, and the importance of protecting children. S. Armstrong spoke about the importance of collaborating with the BOS and disagreed with the FS actions. M. Gilman discussed the importance of children having access to a diverse type of books. A. Bisbikos stated that he prays to God that there are no further books that are questionable in the children's library. M. Egan discussed the importance of following the process and the politicizing of the situation. E. Soboleski discussed ethics. S. Chapman discussed Robert's Rules of Order and the importance of listening to the citizens. S. Milner spoke in support of the library staff and the need for speed enforcement on route 16. D. Bouchard spoke against the FS actions. R. Cosa spoke about children having access to all books. N. Niemann talked about the importance of representation in books and the support of the library staff. M. Pappalardo spoke against the actions of the FS and the support of the library staff. B. Dennyler talked about his personal experience as a gay man and his concerns about right wing national trends. K. Bisbikos spoke about how some of the citizens complaining about behaviors need to look in the mirror and be responsible for the content they are putting out. J. LaChapelle didn't believe that the image was not provocative enough and that the "think of the children" argument didn't work for video games. A. Bisbikos reminded J. LaChapelle of a recent social media action in which that he issued a public statement asking the movie "Cuties" to be removed from Netflix and how he must have been thinking about the children then. T. Gilman spoke against the FS actions and discussed the FS potential motives.

#### 6. Consent Agenda

- A. Approve the 6/16/22 Board of Selectmen Special Meeting minutes and the 6/21/22 Board of Selectmen Special Meeting minutes
- B. Accept David Kane's request to replace the gravestone of his ancestor, Frederick Bulkeley at the Old Burying Ground in Colchester

- C. Accept the resignation of Rick Peruta from the Public Safety Subcommittee
- D. Reappointment of Denise Salmoiraghi as a member of the Colchester Housing Authority with a term set to expire on 5/1/24
- E. Accept the renewal of the contract with Tyler Technologies to conduct application services to the Town of Colchester in the amount of \$84,996.63 and allow the First Selectman to sign all necessary documents.
- D. Turner motioned to approve of the Consent Agenda. 2<sup>nd</sup> by D. Bates. ***Motioned carried unanimously 5-0***

7. Boards and Commissions – Possible Appointments

- A. Possible action to appoint Amy Domeika as a member the Park & Recreation Commission with a term to expire 11/01/23

- D. Turner made a motion to appoint Amy Domeika as a member the Park & Recreation Commission with a term to expire 11/01/23. 2<sup>nd</sup> by R. Coyle. ***Motion carried unanimously 5-0***

- B. Possible action to appoint the following to the ARPA Ad-Hoc Committee

- Brien Brown, Jennifer Cox, Stephanie Mattera, and Denise Mizla

- R. Coyle made a motion to appoint Jennifer Cox and Denise Mizla to the ARPA Ad-Hoc Committee. 2<sup>nd</sup> by D. Bates. ***Motion carried unanimously 5-0***

8. Contract Discussion

- A. Possible action to approve a contract to allow Consulting Engineering Services (CES) to conduct a Colchester Town Hall HVAC Study in the amount of \$5,850 and allow the First Selectman to sign all necessary documents.

- R. Coyle wanted to make sure that the 3<sup>rd</sup> floor would be part of the study cost. A. Bisbikos will reach out to CES for the study cost to ensure the 3<sup>rd</sup> floor is covered in the study cost. No action taken.

- B. Possible action to approve a contract to allow Lenard Engineering to provide professional services, provide design plans, contract documents, and permitting for an upgrade of the Cabin Road Filter Plant for an amount of \$78,500 and allow the First Selectman to sign all necessary documents.

- A. Bisbikos made a motion to approve a contract to allow Lenard Engineering to provide professional services, provide design plans, contract documents, and permitting for an upgrade of the Cabin Road Filter Plant for an amount of \$78,500 and allow the First Selectman to sign all necessary documents. 2<sup>nd</sup> by D. Bates. ***Motioned carried unanimously 5-0***

- C. Possible action to approve a contract to allow Lenard Engineering to provide professional services, provide design plans, technical specifications, and contract documents for coatings and upgrades to the 40ft. tall, 375,000-gallon steel water tank on Elmwood Heights for an amount of \$15,000 and allow the First Selectman to sign all necessary documents.

- A. Bisbikos made a motion to approve a contract to allow Lenard Engineering to provide professional services, provide design plans, technical specifications, and contract documents for coatings and

upgrades to the 40ft. tall, 375,000-gallon steel water tank on Elmwood Heights for an amount of \$15,000 and allow the First Selectman to sign all necessary documents. 2<sup>nd</sup> by D. Turner. ***Motioned carried unanimously 5-0***

9. Unassigned Fund Balance

- A. Possible action to recommend to the Board of Finance that \$25,000 of unassigned fund balance be utilized for exterior repaint and window repair for Cragin Memorial Library.
- D. Turner made a motion to recommend to the Board of Finance that \$25,000 of unassigned fund balance be utilized for exterior repaint and window repair for Cragin Memorial Library. 2<sup>nd</sup> by R. Coyle. ***Motion carried unanimously 5-0***
- B. Possible action to recommend to the Board of Finance that \$35,000 of unassigned fund balance be utilized for window repair for the Colchester Hayward Fire Department building on 52 Old Hartford Road.
- R. Coyle made a motion to recommend to the Board of Finance that \$35,000 of unassigned fund balance be utilized for window repair for the Colchester Hayward Fire Department building on 52 Old Hartford Road. 2<sup>nd</sup> by D. Bates. ***Motion carried unanimously 5-0***
- C. Possible action to recommend to the Board of Finance that \$36,000 of unassigned fund balance be utilized to purchase an off-road utility vehicle with a trailer for the Colchester Hayward Fire Department.
- A. Bisbikos made a motion to recommend to the Board of Finance that \$44,891.92 of unassigned fund balance be utilized to purchase an off-road utility vehicle with a trailer for the Colchester Hayward Fire Department. 2<sup>nd</sup> by R. Coyle. ***Motion carried with J. LaChapelle abstaining.***
  - J. LaChapelle questioned the usage and time effectiveness of the vehicle. S. Hoffmann explained the usage and the importance of having an updated vehicle.

10. ARPA Discussion

- A. Discussion on Herman's Diner's application
- D. Bates cited S. Farber's (UHY) highlighted concerns not to support the application. All other board members concurred.
- B. Possible action to approve of Herman's Diner application for ARPA funding under the Colchester Comeback Grant Program
- C. ARPA Playbook Review & Next Steps
- A. Bisbikos provided a review of various ARPA projects. R. Coyle stated that the Town Hall Roof and the Town Hall HVAC were her top two priorities. J. LaChapelle stated that the Town Hall Roof and the Field irrigation were his top two priorities. D. Turner stated that Town Hall HVAC and the Elmwood Heights Water Tower were her top priorities. D. Bates stated that the

UHF Portable Radios and the Town Hall HVAC. A. Bisbikos stated that Field Irrigation and Police Expansion were his top two priorities.

- R. Coyle suggested all the priorities are outlined in an excel spreadsheet with the encumbered items. BOS reached consensus that the UHF Portal Radios should go to the ARPA Ad-Hoc Committee. A. Bisbikos stated that he will provide the BOS an excel spreadsheet encompassing the priorities and the encumbered dollars. A. Bisbikos spoke about potentially having a special meeting to flesh out the ARPA plan but identified how slow government works and would like to address the needs of the town efficiently. R. Coyle would like more details on the Police Expansion, on the costs of moving things around. J. LaChapelle suggested drafting an acceptance letter on the Colchester Comeback Grant Program and agreed to work on it. A. Bisbikos provided an update on the Youth Center and suggested bringing in SLR to review the project. A. Bisbikos provided an update on the Social Services Grant Program. A. Bisbikos stated that he would put the Town Hall Roof out to bid after hearing feedback from the BOS.

#### 11. Citizen's Comments

- D. Koji spoke about support for the Social Services Grant Program. R. Silberman spoke about the importance of taking care of our facilities. G. Transue discussed establishing criteria a for the ARPA related projects. J. Cox stated that she looks forward to working with the ARPA Ad-Hoc Committee. S. Horvitz spoke against the actions of the FS. A. Bisbikos mentioned that he has received an overwhelming amount of support for his actions. S. Hawkins spoke for the need for library updates. T. Dimitri objected to the views of the FS and the importance of planning of ARPA funds. K. Paquette spoke against the actions of the FS. S. Milner spoke about the location of the book. MJ. Lawton spoke about the importance of representation. S. Armstrong asked for clarity on the inventory motion. D. Bouchard provided her perspective on the behavior of the FS. K. Bisbikos stated the importance of age-appropriate material & her experience addressing that as an educator and questioned the behavior of many of the individuals who spoke against the FS.

#### 12. First Selectman's Report

1. The Bisbikos Administration would like to send its deepest condolences and sympathies to the families and friends of those involved in this week's fire. May we all stand united in prayer.
2. An update on what is being done about Bulkeley Hill Road and Rt 16 intersection (the location of the recent car accident). The town has already contacted DOT about 1) Moving the stop sign so it is in a more prominent location, 2) Making the stop sign bigger, and 3) Adding lights at the intersection where the accident occurred. We are waiting to hear back from the state to discuss next steps.
3. Last week, a wonderful ceremony was held dedicating Troop K to Linda Orange. Representative Orange spent 23 years in the Connecticut General Assembly serving the 48th state district. State lawmakers say first responders, especially state police, held a special place in her heart.



4. The Splash Pad is officially open!! Time for kids to be kids!!
5. On June 23<sup>rd</sup>, I issued a Proclamation recognizing Sergeant Tim Edwards' 23 distinguished years of service to our community. His career achievements in Colchester include a significant drug bust that secured over 100 bundles of heroin & a large amount of other major drugs and the surveillance of a terrorist, affiliated with Al-Qaeda, that resulted in government apprehension. Let's all wish him a wonderful retirement and thank him for his dedication to our great town.

13. Liaison Reports

- J. LaChapelle stated the BOE cut ties with Principal Peel.
- A. Bisbikos talked about the tax bills.

14. Adjourn – R. Coyle made a motion to adjourn. 2<sup>nd</sup> by D. Turner. Meeting adjourns at 9:58 PM.

Joint Meeting Board of Selectmen and  
American Rescue Plan Act (ARPA) Ad-Commission  
July 11, 2022 - Special Meeting  
Via Zoom

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COLCHESTER, VT

2022 JUL 13 PM 2:22

**ARPA MEMBERS PRESENT:** Chair Dave Koji, Vice Chair Greg Barden, Marge Mlodzinski  
Jack Faski, Jen Cox, Denise Mizla.

**ARPA MEMBERS ABSENT:** Stan Soby.

*Gayle Furman*  
GAYLE FURMAN  
TOWN CLERK

**BOS MEMBERS PRESENT:** First Selectman Andreas Bibiskos, Denise Turner, Rosemary Coyle, Jason LaChapelle, Debbie Bates at 5:33 pm.

**OTHER PRESENT:** UHY Consultants Stacy Farber, Claire Collins.

**1. CALL TO ORDER – BOARD OF SELECTMEN**

First Selectman Andreas Bibiskos called this Joint Special Meeting to order at 5:02 pm.

**2. CALL TO ORDER – ARPA AD-HOC COMMITTEE**

Chair Dave Koji called this Joint Special Meeting to order at 5:03 pm.

**3. CITIZENS' COMMENTS**

Deanna Bouchard stated that the agenda for this meeting was not filed in the Town Clerk's office and suggested the meeting be postponed or be in violation of the Freedom of Information Act. First Selectman Bibiskos went to the Town Clerk's office and verified the agenda was stamped and posted in the proper timeframe. The meeting continued.

M. Mlodzinski said she wanted to give a shoutout to Chair Dave Koji for an outstanding job, providing guidance and countless hours of work.

Cathy Russi thanked Dave for his leadership, and all the members for their dedication and for volunteering their time.

**4. ARPA BUSINESS GRANT DISBURSEMENT FINALIZED DOLLAR AMOUNT CALCULATIONS**

Chair Koji shared the chart showing the applications, amount requested and final amount that will be distributed to each business after the calculations were made to give every applicant funds. The limit for the business applications was set at one million dollars, however, all the applications totaled \$1,930,830.40. A formula was derived to allow all applicants to receive funds. Those requesting \$10,000 or less, would receive the total amount requested. The formula was applied to all others and the list is attached to these minutes.

**Motion by:** G. Barden

to fund business applications as presented on the worksheet (attached).

**Second by:** M. Mlodzinski.

**Vote:** Abstaining: D. Mizla (due to being a new member).

**Motion by:** A. Bibiskos

to approve funding the applications, as presented, for a total of \$1,000,000 for local businesses.

**Second by:** R. Coyle.

Discussion followed when Selectman J. LaChappelle questioned why some businesses were approved with more than one application and why one was denied. There was one application that the ARPA Committee and the UYH Consultants felt did not meet the criteria set forth.

**Vote:** Unanimous to approve.

Joint Meeting American Rescue Plan Act  
Joint Meeting Board of Selectmen  
June 12, 2022 – Special Meeting

First Selectman Bibiskos thanked the committee members for their hard work and for rising above the bad press and thanked the BOS members for working together. Also a thank you to Stacy, Claire and Jack from UHY for a great job

Chair Koji explained the total amount of business applications was \$1,930,830.40 but the cap was \$1,000,000. The Board of Selectmen passed a motion to approve all applications of \$10,000 or less. The applications above \$10,000 were reduced by an equitable amount that would not drop below the \$10,000. The reduction was 51.91161 percent.

First Selectman Bibiskos will call each applicant to inform them of the need to sign the Attestation Agreement before the check will be issued.

#### **5. MUNICIPAL PROJECTS DISCUSSION**

Discussion followed on some of the items that the town departments have listed. Selectman Coyle requested copies of the Capital Improvement Plan to be given to all for review. An updated list of the requests will be sent out to be reviewed at the next ARPA meeting. Also requested is a list of the encumbered amounts, what is available, etc.

D. Bates arrived during the above discussion.

#### **6. CITIZEN'S COMMENTS**

Gerrie Transue stated she was glad that municipal items would be prioritized and would be looked at how to enhance/improve public safety and looking at the impact on the budget.

#### **7. ADJOURNMENT**

ARPA Ad-Hoc Committee

**Motion by:** G. Barden  
to adjourn this meeting.

**Second by:** M. Mlodzinski.

**Vote:** Unanimous to approve.

Chair Koji adjourned this meeting of the ARPA Ad-Hoc Committee at 5:45 pm.

Board of Selectmen

**Motion by:** First Selectman A. Bibiskos  
to adjourn this meeting.

**Second by:** D. Turner.

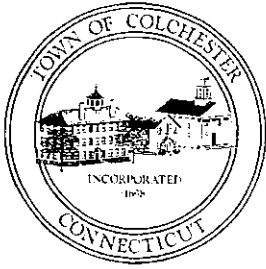
**Vote:** Unanimous to approve.

First Selectman Bibiskos adjourned the meeting of the BOS at 5:45 pm.

Respectfully submitted,

Mary Jane Slade  
Clerk

Anderas Bibiskos  
First Selectman



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Special Meeting Minutes  
Monday, July 11<sup>th</sup>, 2022, at 5:30 PM

**Members Present:** A. Bisbikos (First Selectman), D. Bates, D. Turner, R. Coyle, and J. LaChapelle  
**Additional Attendees:** S. Ramsby (Human Resources Director)

1. Call to Order – Meeting called to order at 5:49 PM
2. Pledge of Allegiance
3. Executive Session
  - R. Coyle made a motion to enter Executive Session. 2<sup>nd</sup> by J. LaChapelle. *Motion carried unanimously 5-0.* Board of Selectmen enter Executive Session at 5:51 PM.
  - A. Town Planner Discussion
    - Board of Selectmen exit Executive Session at 6:13 PM
4. Possible action on the Town Planner Position
5. Possible action on the Executive Search Committee proposals by CCM
  - D. Bates made a motion to have CCM conduct an Executive Search for a Town Planner. 2<sup>nd</sup> by D. Turner. *Motion carried unanimously 5-0*
6. Adjourn – R. Coyle motioned to adjourn. 2<sup>nd</sup> by D. Turner. Meeting adjourned at 6:15 PM

RECEIVED  
 COLCHESTER, CT  
 2022 JUL 14 PM 3:27  
 R. COYLE FURMAN  
 TOWN CLERK  
 D. Turner

## **Economic Development Commission-7 Members 2 Alternates, 5 year terms**

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	James Bates	R	860-537-3695	jebandeb@comcast.net	10/1/2024
Vice Chair	Heather Wilson	U	860-305-9556	heather@hopculturfarms.com	10/31/2024
Member	Michael Hinchliffe	R	860-604-1387	mwhinchlif@aol.com	10/31/2023
Member	Jack Faski	U	860-537-9210	jack@skyview.realty.com	12/15/2022
Member	Heide Perham	D	860-993-5867	h.e.perham@gmail.com	10/31/2026
Member	Lisandro Suarez	U	860-490-0878	lsuarez20042004@yahoo.com	10/1/2023
Member	VACANT				10/31/2024
Alternate	VACANT				12/15/2022
Alternate	Tyler Migliaccio	U	860-705-3633	tylermigliaccio@gmail.com	10/31/2024

**Copy Matt Bordeaux on Term Expiration emails**

P&Z posts agendas & minutes

Please e-mail both Matt Bordeaux with changes

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**Economic Development Commission**

## UNEMPLOYMENT COMPENSATION SERVICE AGREEMENT

The UNEMPLOYMENT TAX MANAGEMENT CORPORATION (UTMC) agrees to perform the services listed below for the tax rating account(s) designated:

A. Claims Services

(1) Process unemployment compensation claims transmitted to UTMC, (2) where applicable, present reasons for claimant termination to the state agency, (3) provide complete follow through on protested and non-protested claims, dealing with the state agency on behalf of the client, and (4) discuss claims of unusual or problematical nature with the client.

B. Auditing Services

(1) Establish auditing parameters for all claims so as to control the state's charging of the client's account, (2) review each claim's wage data and record and compute that is required for "cost-efficient" auditing, (3) audit all benefit charge statements, (4) protest and appeal illegal, excessive, and unwarranted benefit charges, and (5) provide follow through on prior protests and inquiries to maximize the opportunity for a client credit.

C. Tax Rating Services

(1) Review client's quarterly contribution report and extract data for benefit charge auditing, where applicable and cost-efficient, and verification of state's tax assignment, (2) maintain a "debit-credit" ledger for each tax rating account, (3) verify the accuracy of the state's tax rate assignment to the client, and take appropriate protest action if client's taxes will be or could be higher than justified and (4) where applicable, notify the client as to the appropriateness of making a voluntary contribution as well as the recommended procedure and amount needed.

D. Consultation and Reporting Services

(1) Consult with the client on all matters relating to the control of unemployment compensation costs when requested by the client or when necessary, (2) give advice, when requested on personnel and administrative procedures relating to unemployment compensation costs, (3) acquaint the client of unemployment compensation statute or regulation changes or other matters which might require significant policy or procedural changes for the client, (4) assist in the formulation of client personnel policies which do or could relate to unemployment compensation costs, and (5) submit a detailed written annual report to the client at the expiration of this agreement, thereby allowing the client to fully evaluate the effectiveness of the UTMC program.

E. Special Training Services

Provide educational seminars and informal discussions for any groups of company personnel designated by the client provided that:

1. the client shall request these sessions of UTMC;
2. the times of such meetings shall be at the mutual convenience of the client and UTMC;
3. the sessions shall be presented to groups of reasonable size; and
4. the contents of these meetings shall be applicable to the unemployment compensation statute and procedures there under.

**To ensure proper administration of claims, The Client is required to transmit to UTMC all requested information, pertinent unemployment compensation forms and correspondence in a timely and complete fashion. UTMC shall have no liability whatsoever for any adverse results or liabilities borne by Client as a result of Client's failure to provide information in a timely and or complete manner to UTMC.**

For the services above **Town of Colchester / Colchester Public Schools** agrees  
to submit timely quarterly payments to UTMC in the amount of:

**Six Hundred and Five Dollars (\$605)**

This Agreement shall be effective for two years from July 1, 2022.

For client: \_\_\_\_\_

For UTMC:                   Jonathan Bell, Agent



Agreement by and between  
the  
Northeastern Connecticut Council of Governments  
and the  
Town of Colchester  
Regarding

**Animal Services**

July 1, 2022 – June 30, 2023

This agreement, by and between the Northeastern Connecticut Council of Governments (hereinafter referred to as "NECCOG"), representing the towns of Ashford, Brooklyn, Canterbury, Chaplin, Colchester, Eastford, Hampton, Killingly, Plainfield, Pomfret, Putnam, Scotland, Sterling, Union, Voluntown and Woodstock and the Town of Bozrah (hereinafter referred to as "Town"), covers the provision of animal services as detailed in the following agreement for the period beginning July 1, 2022 and concluding on June 30, 2023.

Section 1 Designation of Animal Control Agent

The Northeastern Connecticut Council of Governments (NECCOG) is hereby designated, pursuant to Connecticut State Statute, as the appointed agent of the Town of Colchester to enforce all regulations relating to animal control. NECCOG shall follow the provisions of the applicable laws and regulations, as they may be amended, in the provision of such animal control services and in provisions of all other services set forth herein.

Section 2 Services-General

As part of its duties as the designated Animal Control Agent of the Town, NECCOG shall provide the following general administrative and support services:

- A. NECCOG shall employ, train, and supervise all necessary personnel to perform the services required by this Agreement.
- B. NECCOG shall maintain an Animal Control Office at 125 Putnam Pike, Dayville, Connecticut. Such office shall be open to the public from 9:00 a.m. to 2:00 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday, except for legal holidays. NECCOG shall provide on-call emergency service 24 hours per day, seven days per week, throughout the term of this Agreement. The field services provided by NECCOG under this Agreement shall include but are not limited to the following:
  - i. Handling of dead, confined, stray, at large, nuisance, sick, injured, or vicious domestic

animals;

- ii. Investigation and enforcement of any cruelty, abandonment, or protective custody cases in the Town;
  - iii. Provision of veterinary care on an emergency basis for domestic animals;
  - iv. Handling of neighborhood disputes involving domestic animal complaints; and
  - v. Investigation of all reported bites, quarantine of biting domestic animals pursuant to State guidelines; and performing such duties as are necessary on a live biting domestic animal or its carcass, necessary to prepare and deliver it for rabies testing.
- C. NECCOG shall cooperate with other agencies in delivering domestic animal services to the Town. It is recognized that other agencies, such as the Connecticut Department of Agriculture, the Connecticut Humane Society, the Northeast District Department of Health, and State Police, also have animal control and welfare responsibilities and interests. The Animal Services Program shall be cognizant of such overlapping jurisdiction, shall avoid duplication of services, and where appropriate, shall provide for coordination, referral and assistance to and among such agencies.
  - D. NECCOG shall train its employees concerning all applicable State and Town regulations concerning animal control as well as in regard to the rules, of evidence, rules concerning search and seizure, and in techniques for dealing competently, courteously, and firmly with the general public and with the animals in the Region's control.
  - E. NECCOG shall provide such facilities, equipment, and inventory of supplies as are necessary to fully provide the services required herein. NECCOG shall maintain all field equipment necessary for its animal control functions in good repair and maintain all current licenses and registrations required by State law.
  - F. NECCOG shall outfit its field personnel in neat, standardized uniforms which clearly identify such personnel and the NECCOG Animal Control Program.
  - G. NECCOG shall respond to individual citizen requests for information concerning animal control and animal welfare and shall make its staff available for public speaking events at community meetings, organizations, public hearings, schools, and to the media. NECCOG shall further provide visual aids in the form of brochures, handouts, and other appropriate materials.
  - H. NECCOG staff shall appear in Court in connection with any criminal enforcement or civil hearing, and for all other hearings on animal control matters, upon notification thereof by the Town.

### Section 3 Consideration

- A. In consideration for NECCOG's performance of the duties listed herein, the Town will pay NECCOG an amount based on the most recent population of the Town as determined by

the Connecticut Department of Public Health 15,548 (2020) multiplied by Three Dollars and thirty cents (\$3.30) per capita per year equals \$51,308.40

- B. NECCOG shall be entitled to retain fees generated by the program which are not earmarked to the State.
- C. Additionally, if there is a confiscation of animals that require special housing (for example livestock, horses, etc.) or are in large quantities that require other than ordinary veterinarian care - costs for such services (which will be discussed and agreed in advance prior to the incurring such costs) will be bourn by the Town.

#### Section 4 Accountability

- A. NECCOG shall provide the Town with quarterly reports concerning NECCOG's performance under this Agreement; such reports to, at minimum, reflect the following information:
  - i. The number of animals sheltered;
  - ii. The number of adoptions;
  - iii. The number of individuals receiving Notices of Violation/abateements; and,
  - iv. The number of investigations.

#### Section 5 Disposition of Assets/Equipment Upon Termination/ Expiration

Upon the expiration or termination of this Agreement, NECCOG shall retain the vehicles, equipment, and other capital items used to provide the services set out herein. In the event that the Towns involved in the Regional Animal Control Program shall discontinue its animal control activities at the time this Agreement expires or is terminated, each participating Town shall have the first option to purchase such vehicles, equipment and other capital items at their fair market value, and shall also have first option to purchase at fair market value such other of the NECCOG Animal Control Program capital assets as the Town desires.

#### Section 3 Agreement

- A. This agreement may be amended in whole or in part by mutual agreement by NECCOG and TOWN.
- B. It is the intention of the parties that the relationship of NECCOG to TOWN in the course of the performance of its duties pursuant hereto is that of an independent Contractor. Nothing contained in this Agreement shall be construed to constitute NECCOG as a partner, joint venture, agent or employee of TOWN. NECCOG, as an independent Contractor, shall be solely responsible for the hiring, discipline and management of NECCOG employees, and all costs and expenses related thereto, including the payment (and withholding, if required)

of all applicable federal, state and local taxes. NECCOG and TOWN shall not be construed as joint ventures or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Agreement.

- C. If, at any time during the term of the Agreement, NECCOG, in the reasonable discretion of TOWN: (a) has failed materially to provide services required in accordance with this Agreement; (b) has become insolvent; (c) abandons the work; (d) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; or (e) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, TOWN shall have the right to terminate the Agreement upon written notice to NECCOG.
- D. In the event of termination by TOWN, TOWN's payment obligation shall cease as of the final date on which services in accordance with this Agreement are last performed by NECCOG.
- E. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed.
- F. No part of this Agreement nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of TOWN. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by TOWN as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized by TOWN. This Agreement shall be binding upon and inure to the benefit of NECCOG and TOWN and their respective permitted successors and assigns.
- G. The invalidity or un-enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- H. This Agreement shall be governed, construed and enforced in accordance with, the laws of the State of Connecticut, without regard to its conflicts of laws principles.
- I. NECCOG agrees to indemnify and hold harmless the Town of Colchester and all of their respective employees, volunteers and agents from (i) any and all claims or losses arising from the negligent or intentional misconduct or failure of performance under this Agreement, except those claims or losses arising from the negligent or intentional misconduct of the Town of Colchester or one of their respective employees, volunteers and agents or (ii) a breach of any representation and warranty of NECCOG in this Contract. NECCOG further agrees to indemnify and hold harmless the Town of Colchester and all of their respective employees, volunteers and agents from any and all claims or losses alleged by any NECCOG employee against the Town of Colchester and all of their respective employees, volunteers and agents, except those claims or losses arising from the negligent or intentional misconduct of the Town of Colchester or one of their respective employees, volunteers and agents.

- J. This Agreement contains the entire understanding of the parties and supersedes and replaces any and all previous understandings, written or oral, regarding the subject matter of this Agreement. This Agreement may not be changed, except in an amendment signed by both parties.
- K. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Northeastern Connecticut  
Council of Governments

Town of Colchester

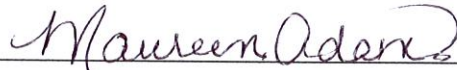
  
\_\_\_\_\_  
John Filchak, Executive Director

\_\_\_\_\_  
Andreas Bisbikos, First Selectman

Date: 6/29/22

Date: \_\_\_\_\_

Witness:

  
\_\_\_\_\_

Witness:

\_\_\_\_\_

Date: 6/29/22

Date: \_\_\_\_\_



June 16, 2022

Andreas Bisbikos  
First Selectman- Town of Colchester, CT  
127 Norwich Ave, Suite 201  
Colchester, CT 06415

Re: Colchester Town Hall HVAC Study

Dear Andreas,

We are very pleased to have this opportunity to provide to you this proposal for professional engineering services. It is our understanding that the project is best described as a study of the existing HVAC system and options for replacement for the Colchester Town Hall Building. To complete this work, the following items shall be considered as our "Scope of Services" (hereinafter called the "Project") and will be provided by our firm.

**SCOPE OF SERVICES -- INCLUDED**

1. Initial Investigation, Study and Report:
  - A. We will field survey the existing facility to determine the existing condition of the mechanical and electrical power systems.
  - B. We will review the existing blueprints for the existing building's mechanical and electrical systems and determine the general accuracy of the prints.
  - C. We will prepare an "Existing Conditions" report stating our findings of the building's existing mechanical and electrical systems.
  - D. We will prepare a report stating our findings of the building's existing mechanical systems and preliminary design alternatives to correct the deficiencies within the building.
  - E. We will prepare an order of magnitude construction cost estimate for the recommended system improvements.
  - F. We will present our findings to your office.
  - G. Upon selection of the desired systems and phasing of the construction, we will provide you with a proposal to complete the necessary contract documents to implement the work.

**SCOPE OF SERVICES -- EXCLUDED**

It is our understanding that the following items, in general, are not required by us and have therefore been excluded from our "Scope of Services". Any of these items can be added to our Scope of Services if you so desire.

1. We will not be providing contract documents for the project.
2. We will not be providing a life cycle cost analysis.
3. We will not be providing a whole building energy model.
4. We will not be providing consulting services or attending meetings for public forums such as public hearings, planning and zoning, environmental impact assessment, etc.

**SCHEDULE FOR COMPLETION OF SCOPE OF SERVICES**

We should be able to meet any reasonable schedule you may have at this time. The actual completion dates will be established based on the receipt date by this office of your acceptance of this proposal.

**FEES FOR SCOPE OF SERVICES**

Engineering Study Fee: \$5,850.00

**BILLING TERMS FOR SERVICES RENDERED**

CES, Inc. shall invoice monthly for all services rendered, as a percentage complete of overall scope, and shall include reimbursable expenses monthly. Invoices shall be generated by the end of each month, and shall be directly mailed to the accounts payable department (or other entity assigned). Invoices are due and payable upon receipt.

**JOBSITE SAFETY CLAUSE**

Neither the professional activities of the Design Professional, nor the presence of the Design Professional, or the Design Professional's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordination all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Design Professional and Design Professional's personnel have no authority to exercise any control over any construction contractors or their entity or their employees in connection with their work or any health or safety precautions. The client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Design Professional and the Design Professional's consultants shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

**STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER**

Finally, we have attached to this Scope of Services our “Standard Form of Agreement Between Client and Engineer” that details specific contractual items. Please review this carefully and acknowledge your acceptance of our “Standard Form of Agreement Between Client and Engineer” by signing the last page of the document and returning one copy to our office. Once we have received the signed copy of the Standard Form of Agreement Between Client and Engineer, we will consider this to be your acceptance of this “Scope of Services” and “The Standard Form of Agreement Between Client and Engineer”. This shall constitute as our notice to proceed on the Project.

Thank-you very much for the opportunity to provide you with this proposal. In the meantime, if we can be of any assistance to you, please feel free to call.

Sincerely yours,

CONSULTING ENGINEERING SERVICES, INCORPORATED

*Brian Hamel*

Brian Hamel  
Team Leader

Cc: Derek Bride



**STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER**

Consulting Engineering Services, Inc. (Identified as "CES, Inc." throughout this document) shall perform the services outlined in this agreement for the stated Fee Arrangement.

**Access to Site**

Unless otherwise stated, CES, Inc. will have access to the site for activities necessary for the performance of the services, CES, Inc. will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage, unless otherwise agreed upon.

**Fee**

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses are in addition to the Scope of Services Fee Arrangement. Reimbursable expenses include: Portal to Portal mileage at the published Internal Revenue Service standard mileage rate for business use, toll charges: travel expenses, car rentals, plane charges and hotel accommodations: FedEx, UPS, etc. mailing charges. Photos for recording project conditions. Printing of contract documents inclusive of drawings and specifications

**Billings/Payments**

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and CES, Inc. may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoices. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay cost of collection, including reasonable attorney's fees.

**Indemnifications**

The Client shall indemnify and hold harmless CES, Inc. and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except CES, Inc.) or anyone for whose acts any of them may be liable.

**Hidden Conditions**

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If CES, Inc. has reason to believe that such a condition may exist, CES, Inc. shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition, and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) CES, Inc. has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and shall not be responsible for the existing condition nor any resulting damages to persons or property.

**Risk Allocations**

In recognition of the relative risks, rewards and benefits of the project to both the Client and CES, Inc. the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, CES, Inc's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of \$50,000.00, the amount of CES, Inc's fee (whichever is lesser) or other amount agreed upon when added under Special Conditions. Such causes, include, but are not limited to CES, Inc's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**Termination of Services**

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay CES, Inc. for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Ownership of Documents**

All documents produced by CES, Inc. under this agreement shall remain the property of CES, Inc. and may not be used by this Client or anyone else for any other endeavor without the written consent of CES, Inc.

**Applicable Law**

Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of CES, Inc.

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
CES, INC. PRINCIPAL IN CHARGE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

# Town of Colchester

## Fire Department

### Local Government / Emergency Management

#### Public Works

Proposal for the Town of Colchester to enter into discussions with the State of Connecticut (CTS Unit) regarding incorporating the Connecticut Land Mobile Radio Network 800 Mhz into the towns communication plans for both intra and inter-operability.

#### Fire

028 Fire	Fire / EMS Operations	Cross patched UHF / VHF
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#### Public Works

028 Public works	Public works Operations	
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#### Local Government

028 Local Government	Administration / Emergency Management	Daily coordination and Continuity of Government
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#### All Agencies

028 Common Channel	Town Wide Operations and Coordination <i>Multi agency Response</i>	Fire Police Administration Emergency Management
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# Town of Colchester

## Fire Department, Local Government / Emergency Management

### Public Works

Proposal for the Town of Colchester to enter into discussions with the State of Connecticut (CTS Unit) regarding incorporating the Connecticut Land Mobile Radio Network 800 Mhz. into the towns communications plans for both intra and inter-operability.

#### Fire

028 Fire	Fire / EMS Operations	Cross patched UHF / VHF
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#### Public Works

028 Public works	Public works Operations	
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#### Local Government

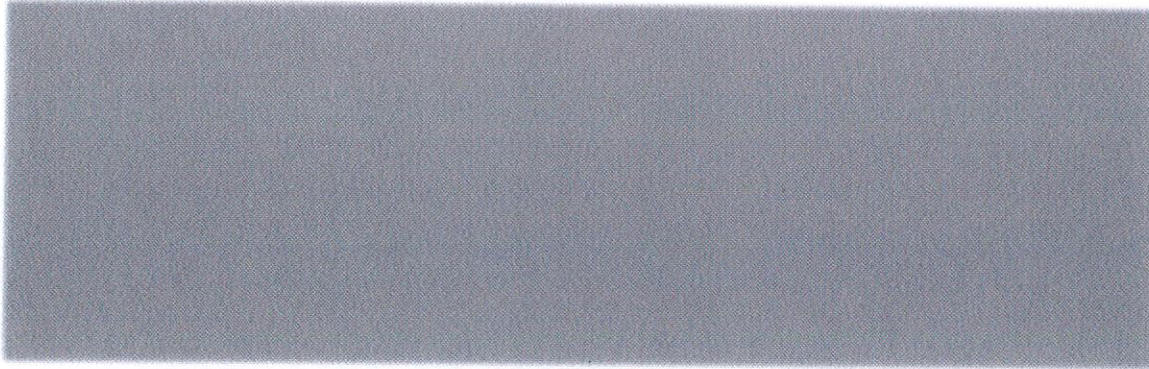
028 Local Government	Administration / Emergency Management	Daily coordination and Continuity of Government
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#### All Agencies

028 Common Channel	Town Wide Operations and Coordination <b>Multi agency Response</b>	Fire Police Administration Emergency Management
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## Notes regarding the DESPP CLMRN License Agreement

1. On Page One: do not enter a date. DESPP will enter the date that the Commissioner executes the document.
2. N/A



3. Print two (2) copies of the Agreement and sign, preferably in blue ink.
4. Return the signed Agreements to the attention of Mark Gorka, Grants and Contracts Specialist, at:

State of Connecticut  
Division of Statewide Emergency Telecommunications  
1111 Country Club Road  
Middletown, CT 06457

5. An original, signed agreement will be sent back to the signatory.
6. If you have any questions regarding the Agreement, please contact Mark Gorka at:  
Phone: (860) 508-9684; Fax: (860) 685-8362  
E-mail: [mark.gorka@ct.gov](mailto:mark.gorka@ct.gov)

**Town of Colchester CLMRN 800 Mhz**

Unit ID	Agency	Speaker	Antenna	Mic Clip	Radio	Remote Kits
3	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
6	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
8	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
12	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
13	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
14	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
15	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
19	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
21	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
24	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
25	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
33	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
34	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
35	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
37	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
46	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
53	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
55	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
56	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
60	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
66	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
74	Highway	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
<b>Base</b>	<b>Highway</b>	\$48.15		\$40.00	\$2,148.30	\$262.50
5	Grounds	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
17	Grounds	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
22	Grounds	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
31	Grounds	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
40	Grounds	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
41	Grounds	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
62	Grounds	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50

73	Grounds	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
78	Grounds	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
2	Water	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
26	Water	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
48	Water	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
36	Code	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
52	Code	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
63	Code	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
18	Fleet	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
61	Fleet	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
<b>Base</b>	<b>Fleet</b>	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
<b>Base</b>	<b>EOC</b>	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
Eng 1	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
Eng 2	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
Eng 3	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
ET 4	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
L-1	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
T-1	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
T-2	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
Res1	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
S-1	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
S-2	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
S-3	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
S-4	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
Util 1	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
C28	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
C128	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
C228	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
C328	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
C428	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
C528	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
C-628	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50

C728	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
Amb 528	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
Amb 628	Fire	\$48.15	\$35.00	\$40.00	\$2,148.30	\$262.50
		<b>\$3,129.75</b>	<b>\$1,470.00</b>	<b>\$2,600.00</b>	<b>\$139,639.50</b>	<b>\$17,062.50</b>
	<b>Agency</b>	<b>Portable</b>	<b>High Vis</b>	<b>Microphone</b>	<b>Charger</b>	<b>Complete</b>
Portable	Code	\$2,760.00	\$165.00	\$117.00	\$67.65	\$3,109.65
Portable	Code	\$2,760.00	\$165.00	\$117.00	\$67.65	\$3,109.65
Portable	Code	\$2,760.00	\$165.00	\$117.00	\$67.65	\$3,109.65
Portable	Fleet	\$2,760.00	\$165.00	\$117.00	\$67.65	\$3,109.65
Portable	Fleet	\$2,760.00	\$165.00	\$117.00	\$67.65	\$3,109.65
Portable	Selectman	\$2,760.00	\$165.00	\$117.00	\$67.65	\$3,109.65
Portable	Admin	\$2,760.00	\$165.00	\$117.00	\$67.65	\$3,109.65
Portable	EMD	\$2,760.00	\$165.00	\$117.00	\$67.65	\$3,109.65
Portable	EMD	\$2,760.00	\$165.00	\$117.00	\$67.65	\$3,109.65
Portable	PW Director	\$2,760.00	\$165.00	\$117.00	\$67.65	\$3,109.65
Portable	Highway Foreman	\$2,760.00	\$165.00	\$117.00	\$67.65	\$3,109.65
Portable	Grounds Foreman	\$2,760.00	\$165.00	\$117.00	\$67.65	\$3,109.65
Portable	Fire	\$2,760.00	\$165.00	\$117.00	\$67.65	\$3,109.65
Portable	Fire	\$2,760.00	\$165.00	\$117.00	\$67.65	\$3,109.65
Portable	Fire	\$2,760.00	\$165.00	\$117.00	\$67.65	\$3,109.65
Portable	Fire	\$2,760.00	\$165.00	\$117.00	\$67.65	\$3,109.65
						<b>\$49,754.40</b>

163,901.75

**\$213,656.15**

**LICENSE AGREEMENT  
BY AND BETWEEN  
THE CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES  
AND PUBLIC PROTECTION  
AND  
TOWN OF COLCHESTER**

This License Agreement, made this day of \_\_\_\_\_, 2022, by and between the Connecticut Department of Emergency Services and Public Protection, Division of Statewide Emergency Telecommunications (hereinafter "DESPP"), acting herein by its Commissioner, James C. Rovella, having a principal business address at 1111 Country Club Road, Middletown, Connecticut, 06457, and the Town of Colchester, acting herein by Andreas Bisbikos, its First Selectman, duly authorized, hereinafter referred to as "the Town" or "the Contractor", having a principal office at 127 Norwich Avenue, Colchester, Connecticut 06415. This License Agreement ("AGREEMENT" or "Contract") is intended to set forth the parties' agreement with respect to use of the Connecticut Land Mobile Radio Network (hereinafter "the CLMRN") by the Town and use by the Town of Town-owned subscriber units for incorporation into the CLMRN.

*WITNESSETH:*

*WHEREAS*, DESPP maintains the Connecticut Land Mobile Radio Network (CLMRN);

*WHEREAS*, DESPP wishes to encourage the shared use of the CLMRN in the State of Connecticut;

*WHEREAS*, the Town wishes to share in the use of the CLMRN in order to efficiently improve public safety communications and enhance public safety;

*WHEREAS*, both DESPP and the Town believe that shared use of the CLMRN will improve public safety communications and enhance the interests of public safety within the Town's borders, while it provides such improved service at a greater value to taxpayers;

*NOW, THEREFORE*, in consideration of mutual covenants and conditions hereinafter stated, the parties agree as follows:

**1. Effective Date and Term:**

This AGREEMENT shall be effective when all parties have executed it and all required approvals have been granted. This AGREEMENT may be modified upon the mutual written consent of the parties. The initial term of the AGREEMENT shall be for five years; renewable for four additional five-year terms. Each successive term shall automatically renew, unless the parties give two years' written notice.



## **2. Authority to Enter into AGREEMENT:**

DESPP is authorized to enter into this AGREEMENT by action of the Commissioner of the Department of Emergency Services and Public Protection under authority of CGS § 4-8.

The Town is authorized to enter into this AGREEMENT pursuant to its general powers provided under CGS § 7-148 et seq. and the Town of Colchester Charter.

## **3. Town's Responsibilities:**

- A. Prior to joining the CLMRN, the Town shall ensure that it meets all equipment and other requirements necessary to ensure compatibility with and protect against degradation of the CLMRN. Such equipment and other requirements shall include, but not be limited to, portable radios, mobile radios, dispatch consoles, building enhancements, antennas, cabling, backup power, recording devices and subscriber devices/units.
- B. The Town may only use DESPP-approved radios, with authorized and validated serial numbers, talk groups and radio ID's. A list of approved radios is available upon request. The Town is responsible for the programming of its subscriber units. Before programming any subscriber units, the Town shall provide a list of the radios, each identified by: vendor/service provider, manufacturer, model number, serial number, configuration, firmware release, flash version or operating version, and the template it proposes to use.
- C. In the event that the Town desires enhanced radio coverage that requires additional radio site(s), the Town shall fund the costs of procuring and equipping any such additional sites. Maintenance costs for any such additional sites shall be the responsibility of the Town.
- D. The Town shall purchase all portable and mobile radios for 200 Town subscribers approved by DESPP. Subsequent subscribers may be added by mutual agreement.
- E. The Town shall provide compatible dispatch consoles, if desired.
- F. The Town shall secure all necessary licensing fees for all Town purchased and maintained equipment.
- G. The Town shall fund, maintain, repair and secure reasonable upgrades to portable and mobile radios, dispatch consoles and other necessary equipment.
- H. The Town may make further upgrades during the term of the AGREEMENT, provided that such upgrades are approved by DESPP.

- I. The Town shall provide reasonable support to DESPP in managing the Town's use of the CLMRN.
- J. The Town and DESPP shall mutually agree on an initial programming template and all subsequent changes for all consoles and subscriber units.
- K. The Town agrees to hold and treat all subscriber programming information as confidential/public safety sensitive and will not release any information to any third-party without approval of DESPP, except as provided by law.

#### **4. DESPP's Responsibilities**

- A. DESPP shall provide reasonable support to the Town for the management of the CLMRN. "Reasonable support" contemplates that DESPP will make a "best effort" as such phrase is commonly understood. This AGREEMENT does not contemplate that DESPP will provide specific state resources or service levels. Additionally, DESPP does not make any warranties, express or implied, regarding operation of the CLMRN.
- B. DESPP shall make its best effort to ensure that participation by other municipalities will not degrade performance of the CLMRN within the Town's borders.
- C. DESPP shall review requests for additional subscriber units or talk groups from the Town and consider the capacity of the overall system, the impact on system management, the desired grade of service as well as the system capacity in the geographic area of the Town when rendering a decision on the request.
- D. DESPP agrees to resolve disputes between it and the Town at the manager/supervisor level whenever practicable. Disputes that cannot be resolved at the designated manager/supervisor level shall be elevated to the level of the director of the Division of Statewide Emergency Telecommunications (DSET) or designee and the chief elected official or designee.
- E. DESPP shall be responsible for the assignment of subscriber identification numbers and assignment of talk groups. DESPP is not responsible for the programming of subscriber units not owned by DESPP.
- F. DESPP shall provide access to the CLMRN without charging a user fee or subscriber fee for the entire duration of this AGREEMENT.

#### **5. Other Terms and Conditions:**

- A. Subscriber unit coverage is not guaranteed and will vary from location to location. The Town is encouraged to conduct its own radio communications coverage test to determine the expected coverage level in its desired coverage areas.

- B. Private calling permits properly programmed radios to engage in "one-on-one" conversations. Only the initiating and target radios are able to communicate. Private calling can significantly tie up system resources. At the discretion of DESPP, certain subscriber units of the Town may be permitted to access private calling, after DESPP makes a determination of the need and potential impact to the System.
- C. System keys for programming are authorized only to the Town for the purposes as specified in this agreement. System keys are to remain in the possession of the designated Town representative(s) at all times. When not in use, system keys shall be secured. System keys are subject to audit and will be issued for one year, renewable for the duration of the agreement.
- D. The programming of unauthorized talk groups will be considered a violation of this AGREEMENT and may result in the revocation of programming privileges.
- E. DESPP recognizes that municipalities may have unique public safety needs that may require use of the CLMRN. One area of concern may be the need to respond to emergencies involving school transportation. However, excessive use of the CLMRN can impact capacity on the network for other users. DESPP frequently monitors the amount of traffic on the network (e.g., number of push-to-talks, length of transmissions, etc.) as a means to maintain operational capacity. To this end, the CLMRN is not designed to support routine school bus operations.

In an effort to support the public safety needs of Connecticut municipalities, the Division of Statewide Emergency Telecommunications shall review requests to use the CLMRN by municipalities for school transportation on a case-by-case basis. Requests for this and other proposed uses of the CLMRN must be submitted in writing to the DESPP Connecticut Telecommunications System (CTS) Unit. The Division shall approve requests based on the following:

1. The Request must contain details of proposed and normal day-to-day communication scenarios, including:
  - a. the proposed geographic area of operation;
  - b. the proposed acceptable circumstances for communication;
  - c. the proposed number of subscriber units authorized in the fleet; and
  - d. the current and projected system loading.
2. The municipality, in writing, shall demonstrate how use of the CLMRN will be restricted to critical communications related to:
  - a. immediate safety of life and

- b. interoperability with public safety agencies such as police, fire, emergency medical services, or public works.

Final decisions rendered are not subject to appeal. Written requests can be e-mailed to the CTS Unit at: [P25@ct.gov](mailto:P25@ct.gov). Additional information may be requested by contacting [P25@ct.gov](mailto:P25@ct.gov).

- F. The Town assumes responsibility and liability for programming of their subscribers and their proper functioning.
- G. Programming can be a complicated and time consuming process. The Town represents that those that are permitted to program radios to be used on the CLMRN have attended and successfully demonstrated competence at manufacturer-level training for the subscribers to be used on the network.
- H. The Town represents and warrants to DESPP that they have duly authorized execution and delivery of this AGREEMENT and the obligations assumed by them hereunder; that the Town shall comply with all applicable state and federal laws and municipal ordinances in satisfying their obligations under and pursuant to this AGREEMENT; that the execution, delivery and performance of this AGREEMENT shall not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following as applicable: (i) any provision of law; (ii) any order of any court or department; or (iii) any indenture, agreement, document, or other instrument to which it is a party or may be bound.
- I. This AGREEMENT, its terms and conditions and claims arising therefrom shall be governed by Connecticut law and court decisions without giving effect to Connecticut's principles of conflicts of laws.
- J. This AGREEMENT contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations and agreements, whether written or oral, between them respecting the subject matter herein.
- K. The parties each bind themselves, successors, assigns and legal representatives with respect to all covenants of this AGREEMENT.
- L. Any notices required or permitted under this AGREEMENT shall be deemed to be given when hand-delivered or one business day after pick up by an overnight express service to the parties below:

As to the Town of Colchester:  
First Selectman or designee  
127 Norwich Avenue  
Colchester, CT 06415

As to the State of Connecticut:  
Director of Statewide Emergency  
Telecommunications or designee  
1111 Country Club Road  
Middletown, CT 06457

## **6. Executive Orders and Other Enactments**

- A. All references in this AGREEMENT 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 AGREEMENT at any time during its term, or that may be made applicable to the AGREEMENT during its term. This AGREEMENT shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Client Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this AGREEMENT if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- B. This AGREEMENT 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 AGREEMENT as if they had been fully set forth in it.
- C. This AGREEMENT 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; (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; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. 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 AGREEMENT as if fully set forth in it.

## **7. Indemnification**

- A. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the AGREEMENT, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the AGREEMENT. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The

Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

- B. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- C. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- D. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the AGREEMENT, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- E. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- F. This section shall survive the Termination of the AGREEMENT and shall not be limited by reason of any insurance coverage.
- G. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this AGREEMENT that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgement of parties.
- H. "Claim" shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

## **8. Sovereign Immunity**

The parties acknowledge and agree that nothing in the Solicitation or the AGREEMENT 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 the AGREEMENT. To the extent that this section conflicts with any other section, this section shall govern.

## **9. Forum and Choice of Law**

The parties deem the AGREEMENT to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the AGREEMENT to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

## **10. Encryption of Data; Breach of Security or Loss**

- A. Contractor and Contractor Parties, at their own expense, shall encrypt any and all data that they come to possess or control, wherever and however stored or maintained, and which data the Department of Administrative Services Bureau of Enterprise Systems and Technology (BEST) or a Department, at any time, classifies as confidential or restricted. The Contractor and Contractor Parties shall encrypt the data in accordance with the Connecticut Enterprise Architecture – Technology Architecture (CTEA-TA) protocols. The Contractor and Contractor Parties shall have a continuing obligation always to keep and maintain the data encryption consistent with CTEA-TA, as CTEA-TA may change from time to time.
- B. The Contractor and Contractor Parties shall notify BEST, the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any and all data which Contractor has come to possess or control under subsection (a) above has been subject to a “data breach.” For purposes of this Section, a “data breach” is an occurrence where (1) any or all of the data is misplaced, lost, stolen or in any way compromised; or (2) one or more third parties have had access to or taken control or

possession of any or all of the data without prior written authorization from BEST or the Department.

- C. In addition to the notification requirements of subsection (b), should a data breach occur, the Contractor shall, within three (3) business days after the notification, present to BEST, the Department and the Connecticut Office of the Attorney General, for review and approval, a credit monitoring or protection plan that the Contractor shall make available at its own cost and expense to all individuals affected by the data breach. Unless otherwise agreed to in writing by the Connecticut Office of the Attorney General, such a plan shall be offered to each such individual free of charge and shall consist of, at a minimum, the following:
1. Reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a;
  2. Credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports;
  3. Fraud resolution services, including writing dispute letters, initiating fraud alerts and security freezes, to assist affected individuals to bring matters to resolution; and
  4. Identity theft insurance with at least \$ 25,000.00 coverage.

Such credit monitoring or protection plans shall cover a length of time commensurate with circumstances of the data breach, but under no circumstances shall the Contractor's credit monitoring and protection plan be for less than two (2) calendar years from the plan start date. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from BEST, the Department or any State of Connecticut entity.

- D. The Contractor represents and warrants that it shall obligate each Contractor Party in a written contract to all of the terms of this Section just as if each Contractor Party had executed this Agreement as an original signatory and each were bound by this Section to the same extent that the Contractor is bound.
- E. The Contractor's or Contractor Parties' failure to encrypt the data, provide notice, or to provide the credit monitoring or protection plan shall be deemed to be, without more, a material breach of this Agreement. The Contractor shall be responsible for any Contractor Parties breach as if the Contractor itself had breached the Agreement. Consequently, and without otherwise limiting the rights of BEST or a Department at law or in equity, the Contractor shall indemnify and hold harmless BEST, the Department and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with Contractor's or Contractor Parties' breach. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any data.



## 11. Nondiscrimination

- A. For purposes of this Section, the following terms are defined as follows:
1. "Commission" means the Commission on Human Rights and Opportunities;
  2. "Contract" and "contract" include any extension or modification of the Contract or contract;
  3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  4. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  5. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
  6. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
  7. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
  8. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
  9. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- B. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit 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 by such Contractor 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; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their 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 by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- C. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- D. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- E. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract

with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- F. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- G. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- H. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

STATE OF CONNECTICUT  
DEPARTMENT OF MERGENCY SERVICES  
AND PUBLIC PROTECTION

Date \_\_\_\_\_

By \_\_\_\_\_

James C. Rovella  
Its Commissioner  
Duly Authorized

TOWN OF COLCHESTER

Date \_\_\_\_\_

By \_\_\_\_\_

Andreas Bisbikos  
Its First Selectman  
Duly Authorized

**FIRST AMENDMENT TO LEASE AND MAINTENANCE AGREEMENT**

This First Amendment to Lease and Maintenance Agreement (“Amendment”) is made as of the \_\_\_\_ day of July, 2022 by and between **James J. Noel** (“Lessor”) and the **Town of Colchester** (“Town”).

The undersigned Lessor and Town do hereby amend that certain Lease and Maintenance Agreement dated as of May 21, 2021 between Lessor and Town as follows:

1. The Term of the Lease is extended for a further period of three (3) years commencing August 1, 2022 and ending July 31, 2025.
2. Section 7(b) of the Lease is hereby modified by including the snow and ice removal on the sidewalk from 15-43 Broadway.
3. The Parking Facility shall not be used by the employees and residents of the businesses operating at “Merchants Row”.
4. Except as herein modified, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have cause tis Amendment to be executed as of the date first set forth above.

\_\_\_\_\_  
James J. Noel

**TOWN OF COLCHESTER**

By: \_\_\_\_\_  
Its First Selectman

**Memorandum of Agreement  
Between the Town of  
Colchester and  
Municipal Employees Union "Independent" (MEUI) Local 506, SEIU, AFL-CIO,  
CLC**

This Memorandum of Agreement ("Agreement") is made between the Town of Colchester ("Town") and the Local 506 ("Union").

**WHEREAS**, the Town and the Union are parties to a Collective Bargaining Agreement (CBA) dated July 1, 2021-June 30, 2024; and

**WHEREAS**, the Director of Public Works position is currently vacant and some functions of that position have been temporarily assigned to bargaining unit member Pam Minella ("Ms. Minella"), including preparation of annual operating and capital budgets for review, overseeing and evaluating the overall operation of all Sewer and Water personnel and activities and attending Sewer and Water Commission and Joint Facilities meetings in addition to her normal duties assigned to her position as Chief Operator; and

**NOW THEREFORE**, the parties hereby agree as follows:

1. Effective and retroactive to July 1, 2022, the Town agrees to pay a stipend of four hundred dollars (\$400.00) per week to Ms. Minella for each week she performs these additional duties or other related duties as may be assigned from time to time.
2. This Agreement will be in effect until such time as the Town reassigns the additional duties being temporarily assigned to Ms. Minella or June or 30 Days after SLR has completed their review of the Public Works Department, whichever shall occur first.
3. Any additions to, deletions, or modifications of any provision of this Agreement shall be effective only if made in writing and executed mutually by the parties.
4. This Agreement constitutes the complete understanding between the Parties concerning the matters addressed, and supersedes any and all prior agreements or understandings, oral or written, between the Parties addressing this topic.

**AGREED TO:**

FOR THE UNION:

FOR THE TOWN:

\_\_\_\_\_  
MEUI Local Union Leadership

\_\_\_\_\_  
Andreas Bisbikos  
First Selectman

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Pam Minella

Dated: \_\_\_\_\_

**Memorandum of Agreement  
Between the Town of Colchester  
and**

**Municipal Employees Union "Independent" (MEUI) Local 506, SEIU, AFL-CIO, CLC**

This Memorandum of Agreement ("Agreement") is made between the Town of Colchester ("Town") and the Local 506 ("Union").

**WHEREAS**, the Town and the Union are parties to a Collective Bargaining Agreement (CBA) dated July 1, 2021-June 30, 2024; and

**WHEREAS**, the Director of Public Works position is currently vacant and a significant amount of the responsibilities of that position has fallen on the Director of Operations, who in turn has left some functions of that position temporarily assigned to bargaining unit member Tyler Molcan ("Mr. Molcan"), including supervising work crews to carryout assignments, scheduling with work crews, handling concerns and complaints with the public, additional storm management responsibilities, and as tree warden. in addition to his normal duties assigned to his position as DPW Supervisor; and

**NOW THEREFORE**, the parties hereby agree as follows:

1. Effective and retroactive to July 1, 2022, the Town agrees to pay a stipend of three hundred eighty dollars (\$380.00) per week to Mr. Molcan for each week he performs these additional duties or other related duties as may be assigned from time to time. Two hundred dollars eighty dollars (\$280.00) are from the Director of Operations duties while one hundred dollars (\$100.00) are from the tree warden duties.
2. This Agreement will be in effect until such time as the Town reassigns the additional duties being temporarily assigned to Mr. Molcan or 30 Days after SLR has completed their review of the Public Works Department, whichever shall occur first.
3. Any additions to, deletions, or modifications of any provision of this Agreement shall be effective only if made in writing and executed mutually by the parties.
4. This Agreement constitutes the complete understanding between the Parties concerning the matters addressed, and supersedes any and all prior agreements or understandings, oral or written, between the Parties addressing this topic.

**AGREED TO:**

FOR THE UNION:

FOR THE TOWN:

\_\_\_\_\_  
MEUI Local Union Leadership

\_\_\_\_\_  
Andreas Bisbikos  
First Selectman

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tyler Molcan

Dated: \_\_\_\_\_

## Tank Quote

Shawn Stula <shawn@stulallc.com>

Thu 6/16/2022 1:32 PM

To: Steve Sharpe <fleet@colchesterct.gov>

### **Price and scope of work for removal of existing 10,000 gallon UST located at Colchester town hall \$ 19,650**

- Removal and disposal of existing tank with sub contracted environmental service to provide soil testing and closure report. Report to be filed with DEEP by town as required.
- Organize sub contracted company to properly dispose of the tank
- Town to transport, and provide clean, suitable fill as required to fill in tank grave, as well as top soil as required.
- Town will be required to haul in some structural gravel as well in areas where asphalt and concrete sidewalk will be patched.
- Town to have all existing fuel and sludge sucked from the tank and existing piping to low enough levels so that tank can be transported legally to disposal facility
- Price includes patching asphalt that may be disturbed in parking lot, as well as patching any disturbed areas of the sidewalk.
- Price does not include excavation or disposal of any pollution that may be uncovered, as well as any unforeseen things, not marked out by CBYD such as but not limited to buried pipes, wires, tanks, rocks over 24" in any one direction, ledge, buried organic materials, ECT. These will be brought to towns attention and continued on a time and materials basis.
- Any permit fees to be added to final bill with no markup.

### **Price and scope of work for temporary installation of a town provided 1,000 gallon convault tank and tank pad \$ 17,775**

- Installation of Town provided 1000 gallon convault tank, and pre cast tank pad.
- Town provided tank to include all tank top items required by code, such as but not limited to gauges, fill ports, emergency vents, interstitial wall monitors ECT.
- Town to provide crane service and transportation of tank and precast pad.
- Stula enterprises to provide site work to prepare site for precast pad and tank and hire sub contracted plumbing company to install temporary piping, above ground into town hall to tie into existing furnace, generator day tank, and water heater under oversight of town building officials, and fire marshal.
- If it is found that existing infrastructure ( I.E. pumps, day tanks Ect.) are found to not be suitable to be used with new above ground tank these issues will have to be resolved at that time at possible additional cost.
- Price does not include excavation or disposal of any pollution that may be uncovered, as well as any unforeseen things, not marked out by CBYD such as but not limited to buried pipes, wires, tanks, rocks over 24" in any one direction, ledge, buried organic materials, ECT. These will be brought to towns attention and continued on a time and materials basis.
- Transfer of fuel to new tank to be provided by town.
- Any permit fees to be added to final bill with no markup.



**No sales tax included in either of these prices.**

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.



Petroleum Contractors Since  
1984  
CT DAS Prequalified Contractor  
Web Site: SSE-INC.Net  
Members of NFPA, PEI, CBIA, ICPA  
Veeder Root/ Gilbarco ASC

1-800-801-TANK

June 28, 2022

Steve  
Town of Colchester DPW/Highway Garage  
300 Old Hartford Road  
Colchester, CT 06415

Via Email: fleet@colchesterct.gov

RE: Pump Out – Town Hall #2 Oil tank, then redistribute to various town fuel tank locations, remove tank bottom/sludge.

Service Station Equipment, Inc. is pleased to provide you with this quote for the above referenced facility:

- \* Vac Truck Fee \$120.00 per hour
- \* Manifest fee \$95.00 (Sludge Removal & Disposal per site)
- \* Disposal of pumped out fluid \$1.35 per gal (50 Gallon Minimum)

**Note:** Labor and materials are estimates only and will be billed at actual time and material. Disposal cost will also depend on total gallons removed. Estimate not to exceed \$4500.00

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

If you have any questions or concerns regarding this quote please contact me directly, 860.848.2278 x 113.

Tanks-A-Lot!

*Jaime Lee*

Jaime Lee  
Administration

**\*\*Price quoted is assuming that the product is oil/water with a low level of halogens. If liquids come in at a high halogen level, the price per gallon for disposal will be higher. \*\***

20 Murphy Road, North Franklin, CT 06254

Page 1 of 1

☎ 860.848.2278 • f 860.642.8005

CT Heavy Equipment Lic. # 602339 • CT Plumbing Lic. # 709469 • CT Weights & Measures DLR # 106  
CT Major Contractors Lic. # 0802957 • RI "Gas Station Ltd." Lic. • MA Pipefitter PJ-299751



United Concrete Products  
 173 Church St  
 Yalesville, CT 06492  
 Phone: (800) 234-3119  
 Fax: (203) 265-4941

Quote Number: 49955

Quote Date: 6/8/2022

CUSTOMER

<b>Bill to:</b>	COLCHESTER, TOWN OF HIGHWAY DEPT 300 OLD HARTFORD RD COLCHESTER, CT 06415	<b>Project:</b>	TOWN HALL 127 NORWICH AVE.  COLCHESTER, CT 06415
<b>Contact:</b>	STEVE SHARPE	<b>Site Contact:</b>	
<b>Phone:</b>		<b>Fax:</b>	
<b>Phone:</b>		<b>Phone:</b>	
<b>Customer ID:</b>	2030-4	<b>ShipVia:</b>	N/A
<b>Terms:</b>	NET 30	<b>PO:</b>	
		<b>Sales Rep:</b>	Gregory Job

Qty	Item	Description	Unit Weight	UOM	Unit Price	Extension
	Structure: 1,000 CONVAULT					
1	CONJ03	CONVAULT BASE SLAB 1000	4,680	EA	\$1,025.00	\$1,025.00
1	CONP01	1000 PLATFORM STAIR SLAB	598	EA	\$110.00	\$110.00
1	CONQ02	TRUCKING & OFFLOADING, RELOCATING EXISTING 1,000 GALLON TANK FROM THE FIREHOUSE TO THE TOWN HALL	1	EA	\$950.00	\$950.00
						\$2,085.00
<b>Total Weight</b>			5,279			
						<b>Taxable</b> \$0.00
						<b>Non-Taxable</b> \$2,085.00
						<b>Sub Total</b> \$2,085.00
						<b>Tax</b> \$0.00
						<b>Total</b> \$2,085.00

UNITED CONCRETE PRODUCTS MUST BE INFORMED IF THIS IS A STATE FUNDED PROJECT. THE STATE PROJECT NUMBER MUST BE PROVIDED TO UCP PRIOR TO DELIVERY OF ANY PRODUCT.

\*\*\*\*\*

THIS QUOTATION IS GOOD FOR ONLY 10 DAYS.

PLEASE NOTE: MATERIAL LEAD TIMES (FROM SUPPLIERS) THAT ARE OUTSIDE OF UNITED CONCRETE'S CONTROL MAY IMPACT DELIVERY LEAD TIMES OF PRODUCT.

ALL PRICING BASED ON APPROVAL OF UCP SUBMITTALS.

.....

Quantities/heights provided are approximations and may vary based on actual field conditions. Billings to reflect actual product produced.

CONTRACTOR IS RESPONSIBLE FOR CONFIRMING ALL QUANTITIES LISTED ON THIS QUOTATION PRIOR TO ISSUANCE OF PURCHASE ORDER.

**INCLUDES:**

- \* 5000 PSI Type III SCC Concrete
- \* Plain Reinforcing (BLACK)

**EXCLUDES:**

- \* Coatings, Sealers, Damproofing
- \* Piping
- \* Boots, Link Seals, Grout
- \* Aluminum Ladder Rungs
- \* All Other Materials or Hardware Not Listed On This Quotation

A site check is required to approve off loading with UCP equipment. Because of the tank weight, the truck must be able to get right next to the proposed tank location.



United Concrete Products  
 173 Church St  
 Yalesville, CT 06492  
 Phone: (800) 234-3119  
 Fax: (203) 265-4941

**Quote Number: 49955**

Quote Date: 6/8/2022

CUSTOMER

THIS PROPOSAL DOES NOT INCLUDE PERMITS, SITE PREP, PLUMBING, PIPING, ELECTRONIC MONITORING SYSTEMS, AND/OR ELECTRICAL HOOK UPS AT THE SITE.

\*\* BUOYANCY IS THE RESPONSIBILITY OF THE CONTRACTOR

Please Note:

- Terms and Conditions.
- All pricing based upon approval of UCP submittals.
- United Concrete must receive a valid tax exemption certificate with order or customer will be responsible for any Sales and/or Use Tax amount due on the project.
- Net 30 Days from delivery pending credit approval.
- Retainage is not permitted.
- One Hour Allotted Unloading Time Allowed.

A fee of \$125.00/HR waiting time will be charged beyond one hour if truck is delayed onsite.

Accepted by: \_\_\_\_\_  
(Company)

Accepted by: \_\_\_\_\_  
(Authorize signature)

**Town of Colchester**  
ARPA Recovery Funding Request Application

**Directions:** Please fill in all fields. Once completed, either print and drop off this application to the First Selectman's office located at 127 Norwich Ave, Colchester, CT 06415, or save a copy and email to ARPA@ColchesterCT.gov. If you have questions please email ARPA@ColchesterCT.gov. Please include any additional documentation you feel would help in the application process. Submit only one project per application (submit multiple applications if you have multiple projects).

**Important:** Applicant must demonstrate that the funding use directly addresses a negative economic impact of the COVID-19 public health emergency.

**Applicant Background Information**

Applicant Name:	Sean Shoemaker	Date Prepared:	10/27/21
Applicant email:	firechief@colchesterct.gov	Applicant Phone:	860-207-6870
Department / Business / Establishment Name:	Colchester Hayward Fire Department		

**Project Details**

Project Title:	Replacement Portable Radios	Anticipated Start Date:	21/1/2021
Total Funding Request Amount:	\$ 48,000	Anticipated Length of Time to Complete Project:	
On a scale of 1 (Not Urgent) - 10 (Very Urgent), how urgent is this request? <b>Please explain.</b>	10 - These radios are needed as soon as possible to ensure firefighters safety.		

**Project Description (How will the funds be used?)**

These funds will be used to purchase replacement portable radios for all of the apparatus and department officers.

**Justification (Please describe how your request addresses a negative impact to COVID-19.)**

Due to the Covid-19 pandemic, funds for public safety equipment normally purchased through Capital Improvement funding have been limited in order to reduce the financial impact on our citizens. While the limiting of those funds has enabled the town to reduce overall spending the needs of the fire department keep increasing due to continuing community development. This request for funding will be used to replace aging equipment without having to use what is anticipated to be limited capital improvement funds in the foreseeable future.

Briefly explain the positive impact your project will have on the community.

This purchase will be used to replacement all of the twenty (20) year old portable UHF radios that are currently in use. The current radios being used are no longer being produced, are difficult to get repaired and at times unreliable. Studies have shown that failures in fire ground communication are leading cause of firefighter injury and death. The fire department has been piecing together its portable radio communications for many years, at times resorting to Ebay to source radios for department use.

Describe the impact to your department / business / establishment if ARPA funds are NOT approved.

Not approving this request could greatly impair the operations of the fire department if other funding sources can not be identified and used. At the current rate of funding for portable radio replacement in the departments annual budget it would take an additional twelve (12) years to replacement all of the radios that need to be taken out of service.

Budget Overview (How will the ARPA funding be spent?)  
(If more room is needed, please attach additional spreadsheet)

Budgeted item / Service	Budgeted Amount	Notes
Portable Radios	\$ 48,000	See attached breakdown.
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL:	\$	

# J&S Radio Sales Inc.

Willimantic, CT 06226  
 860-456-2667  
 860-456-4479 Fax

tony@jsradiosales.com

## Quotation

Date	Quote #
5/21/2021	8160

<b>Customer</b>
Colchester Fire Department 52 Old Hartford Turnpike Colchester, CT 06415

<b>Ship To</b>
Colchester Fire Department 52 Old Hartford Turnpike Colchester, CT 06415

Qty	Item	Description	Unit Price	Rep
56	Kenwood	NX-5300K2 1.5 watt, 512 channel, standard keypad UHF portable radio w/ alpha numeric display, clip, antenna, 34000mah lithium battery. NO DESKTOP CHARGER! List \$1041.70	781.28	43775168
56	Kenwood	KMC-72W speaker microphone. List \$102.00	76.50	428400
56	Misc	Kenwood (incl. w/ set) radio (list March 31, 2021)	85.00	3176000
12	Kenwood	K31G 32 channel charger. List \$32.00	65.60	767720

<b>Total</b>	\$47,949.88
<b>Exc Tax (6.35%)</b>	\$0.00
<b>Total</b>	\$47,949.88

Customer Approval: \_\_\_\_\_

## First Selectman

---

**From:** Steven Hoffmann  
**Sent:** Friday, July 8, 2022 9:38 AM  
**To:** Andreas Bisbikos  
**Cc:** Rosemary Coyle; Franchesca Brown  
**Subject:** Emergency Funding Request (ARPA) - CHFD Portable Radios  
**Attachments:** 20220708\_090612.jpg; Portable Radios.pdf

**Importance:** High

Good Morning Andreas,

I know this was requested to be sent over to ARPA at last night's BOS meeting, but wanted to elaborate on the emergent need and recent issues encountered due to the current obsolete portable radios in service. One of the items for ARPA from the fire department was the replacement of the over 20 year old portable radios currently being used. These radios are vital to safety at emergency incident scenes. The current portables are obsolete and unable to be serviced due to age. They are unreliable resulting in failed transmissions or the inability to transmit. The current radios, due to their age and older technology, do not hold up to the tolerance needed in hazardous environmental conditions, such as high heat, prolonged exposure to water, and rough handling. The current radios also do not support the personal protective equipment used such as thick fire suppression gloves, which make it difficult to turn knobs or push buttons, and low-light encountered in smoky conditions coupled with wearing an SCBA face piece make it hard to see the LCD display on a radio. Communications have been pieced together over the years with purchases being made from non-radio vendors in an effort to reduce costs. This is a priority safety concern and one that needs to be immediately addressed. My firefighters take calculated risks which are associated with the job, but the unreliable communications equipment is a risk that should not have to be navigated.

The recent fatal fire illustrated the issues with the current portable radios at the incident, which supports the immediate need to get these new portables ordered. Firefighters on scene encountered portable radios not turning on and not transmitting when attempting to send communication updates. Communication is paramount to the success of mitigating an incident as well as the safety of our firefighters operating in hazardous environments. Vital transmissions not only provide the incident commander with how the incident is being mitigated but our firefighters also rely on this equipment in the event of an emergent situation, such as being trapped in a fire. The fire this week was intense and challenges encountered within the structure elevated the risk to the firefighters operating to extinguish the fire. Had something occurred inside the building during fire suppression efforts, there was a high probability that a firefighter utilizing one of our current portable radios may not have been heard by the Incident Commander or anyone on scene. The replacements of the portable radios is long overdue and is an item that I want to ensure is followed up on.

I have attached the original ARPA document that was submitted over a year ago as well as the quote that was provided at the time of the request. If there are any questions please don't hesitate to contact me.

Thanks,

Steven Hoffmann  
Fire Chief  
Colchester Hayward Fire Department





(o) 860-537-2512  
(c) 860-705-9382  
[shoffmann@colchesterct.gov](mailto:shoffmann@colchesterct.gov)

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Thanks,

Steven Hoffmann  
Fire Chief  
Colchester Hayward Fire Department



(o) 860-537-2512  
(c) 860-705-9382  
shoffmann@colchesterct.gov

# DRAFT

## **ARPA Committee Municipal Assessment and Recommendation Process**

*Each municipal ARPA request must pass all three steps to be considered for final recommendation by the ARPA Committee to the Board of Selectmen.*

### **Step 1: Passing Assessment Criteria**

1. The request must progress or sustain the functional operations of the town.
2. The request must show a direct and good faith benefit to the citizens of Colchester.
3. The request must reside within one of the following categories:
  - a. Town infrastructure (Roads, buildings, water, sewer, electrical grids, telecommunications, etc.)
  - b. Social Services / Public Safety (youth services, senior services, community assistance programs, etc.)
  - c. Police / Fire Departmental services
  - d. Economic Development (strengthening the town's attractiveness to future business owners)
  - e. Parks and Recreation (parks and recreational / sports fields or locations)
4. Short-term vs. long-term significant impact to the community
5. How long as something been needed
6. Plan for ongoing operational and maintenance costs?

### **Step 2: Providing Proper Estimates**

The request must have estimates from qualified contractors / assessors and must include a full plan for execution (and additional costs if execution plan requires additional funding. Also, request needs to include ongoing maintenance costs and the anticipated funding source post-ARPA dollars)

### **Step 3: Completed ARPA Committee Recommendations**

The ARPA Committee will finalize the team recommendations and pass to the BOS for final review and final funding decision.

# DRAFT