

Re: budget

Noreen Bibee <noreenbibee@gmail.com>

Sat 10/15/2022 7:05 PM

To: First Selectman <selectman@colchesterct.gov>

Yes, I agree.

On Sat, Oct 15, 2022, 5:31 PM First Selectman <selectman@colchesterct.gov> wrote:

Hi Noreen,

Thanks for reaching out. I think that's a good idea. I also think moving forward we should have a separate question asking the public if they feel the budget is too high or too low when they go out to vote. Any voter clarity is always welcomed.

Sincerely,

Andreas

From: Noreen Bibee <noreenbibee@gmail.com>

Sent: Friday, October 14, 2022 6:50 PM

To: First Selectman <selectman@colchesterct.gov>

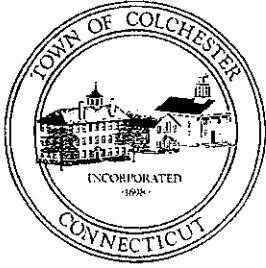
Subject: budget

I think it would be a good idea to ask people why they voted no. If we can address and fix those problems, then they may vote yes. At least they will feel respected and may vote yes. Just a suggestion.

Noreen Bibee

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Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Minutes
Thursday, October 6th, 2022, at 7 PM

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

1. Call to Order – Meeting called to order at 7:21 PM
2. Pledge of Allegiance
3. Correspondence
4. Citizens Comments
 - M. Rudko spoke about FOI. T. Rudko spoke about the zoom meeting link.
5. Consent Agenda
 - A. Approve the 9/1/22 Board of Selectmen Meeting minutes and the 9/15/22 Board of Selectmen Meeting minutes
 - B. Possible motion that the Town of Colchester release Boston Indemnity Company Inc. Subdivision Bond number BC400821 and Boston Indemnity Company Inc. Subdivision Bond number BC400822 as recommended by the Town Engineer
 - C. Possible action to approve the contract with Prism Solutions Copier Lease for the following departments: Planning Department, Tax Assessor, Senior Center, and Finance with an expiration date of 09/2027
 - D. Accept the resignation of Lindsay Floyd from the Open Space Committee and Historic District Commission
 - E. Accept the reappointment of Falk Von Placheki to the Conversation Commission with a term to expire 10/31/25
 - F. Accept the reappointment of Leslie Curtis to the Ag Commission with a term to expire 11/30/25
 - G. Accept the reappointment of Mary Stevens to the Open Space Commission with a term to expire on 10/1/25
 - H. Possible action to approve a contract with DRVN Enterprises Inc to lock in salt prices at \$107.95 for an allocation of 1,900 tons and allow the First Selectman to sign all necessary documents.
 - I. Approve the FOI Policy suggestion as outlined at the 9/15/22 Board of Selectmen meeting
 - J. Accept the Tax Collector's Refunds for October 6th

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2022 OCT 12 AM 11:41
Gayle Furman
TOWN CLERK

- R. Coyle made a motion to approve of the Consent Agenda. 2nd by D. Turner. *Motion carried unanimously 5-0*

6. MOU Discussion

A. Possible action to approve of the MOU between the Town of Colchester and the Colchester Hayward Fire Department regarding the Use of Department Take Home Vehicles

- D. Turner made a motion to approve of the MOU between the Town of Colchester and the Colchester Hayward Fire Department regarding the Use of Department Take Home Vehicles. 2nd by R. Coyle. *Motion carried unanimously 5-0*

B. Possible action to approve of the MOU between the Town of Colchester and the Public Works Union regarding Light Duty – No action

7. Investigation

A. Possible action to recommend an independent investigation into the allegations surrounding Board of Selectman member Jason LaChapelle and a town employee

- R. Coyle made a motion to that the BOS request our labor attorneys investigate the allegations made by an employee against a member of the BOS.

The following conditions shall apply:

- 1) Selectman Denise Turner shall be the sole contact person with our labor attorneys, Kainen, Escalera, & McHale.
- 2) 2) The First Selectman and Selectman Jason LaChapelle have voluntarily recused themselves from the entire process including decision-making process on this issue.
- 3) The information shall come back to the remaining members of the BOS at a special meeting called by Selectman Denise Turner to address this issue.
- 4) The investigation shall take as much time as necessary to determine a final resolution to this issue.

- 2nd by D. Bates. *Motion carried 3-0-2 with 2 abstentions from A. Bisbikos & J. LaChapelle.*

8. Discussion on the possible Joint Meeting between the Board of Selectman and Board of Finance for 10/12/22

A. Transfers

B. Budget Discussion

- Discussions occurred by the Board on the joint meeting and suggestions regarding meeting agenda outline.

9. Jasko Zelman Apartments Presentation

- A. Possible action to the approve the C-TIP application as recommended by the Economic Development Commission – No action

10. ARPA Discussion

A. ARPA Playbook Review, Updates, Next Steps

- A. Bisbikos gave an update on various ARPA projects.

11. Citizens Comments

- D. Lambert, L. Pasternak, and C. O'Donal spoke about the zoom meeting link.

12. First Selectman's Report

1. This week an additional 225K was allotted to the town; with The Colchester Police Department, The Colchester Senior Center, and the Colchester Food Bank each receiving an additional \$75K
Mr. Bendas' generosity will undoubtedly leave a positive and lasting impact.
2. C3, will be hosting a free Community Baby Shower for Colchester residents who are expecting, or have an infant up to three months old, on Wednesday, October 12th at 6:30-8:00pm at Cragin Memorial Library. The event will include free gifts, community resources and games.
3. I would like to recognize Sgt. Darrell Tetreault, our resident state trooper, and the Colchester Police Department for their excellent work on a very important case.

On May 31st, a victim on Carriage Drive reported that a bullet had gone through their home. After a lengthy investigation a suspect was identified. Evidence was gathered and processed at the state forensic lab. An arrest warrant was applied for and signed by a judge at Norwich Superior Courthouse. On October 4th, a suspect was arrested with multiple charges. We will continue to follow the outcome.

As a community, we should be proud of the dedication and commitment of our police department. Let's all thank them for a job well done!!

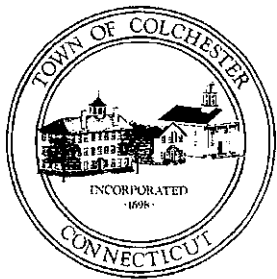
4. I want to congratulate Steven Hoffmann, our very own Fire Chief, for being a recipient of the Harry Kelly Award at last night's Connecticut Fire Department Instructors Association dinner.
5. This Saturday and Sunday, October 8th and 9th, do not miss the family-friendly OKTOBERFEST at Priam Vineyards. You'll experience and enjoy free admission, over 50 crafters and vendors, great food trucks and, of course, wine, from 11 a.m. to 6 p.m. each day.

13. Liaison Reports

- J. LaChapelle provided BOE updates on staff and an armed guard survey.
- D. Turner provided a CORE update on student liaisons, donations, and connecting with Hebron
-

14. Adjourn – J. LaChapelle made a motion to adjourn. 2nd by D. Turner. *Meeting adjourned 7:55 PM.*

Meeting Minutes submitted by F. Brown



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Joint Meeting Minutes

Board of Selectmen Special Meeting & Board of Finance Special Meeting

Wednesday, October 12th, 2022, at 6:30 PM

RECEIVED
MAY 17 2022
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BOS Members Present: A. Bisbikos (First Selectman), R. Coyle, D. Bates, J. LaChapelle, D. Turner
BOF Members Present: A. Migliaccio (Chair), J. Thomas, A. Shilosky, T. Vaillancourt, M. Egan, M. Hayes
Others Present: D. Kratochvil (Finance Director), V. Geato (Youth & Social Services Director), J. Jones (Public Works Director)

1. Call to Order – Board of Selectmen – Meeting called to order at 6:31 PM
2. Call to Order – Board of Finance – Meeting called to order at 6:31 PM
3. Transfer Discussion
 - A. Possible action by the Board of Selectmen to approve Transfers for the FY 21-22
 - R. Coyle made a motion that the Board of Selectmen recommend to the Board of Finance of the entire block of transfers with \$145,704 from the Highway Department come out of undesignated fund balance instead of capital reserve and \$27,412 from the Police Department come out of undesignated fund balance instead of capital reserve. 2nd by J. LaChapelle. **Motion carried unanimously 5-0**
 - B. Possible action by the Board of Finance to approve Transfers for the FY 21-22
 - M. Hayes made a motion to approve that \$145,704 from the Highway Department come out of undesignated fund balance instead of capital reserve, that \$27,412 from the Police Department come out of undesignated fund balance instead of capital reserve, and to approve the entire block of transfers as recommended by the Board of Selectmen. 2nd by J. Thomas. **Motion carried 5 to 1 with T. Vaillancourt dissenting**
4. Discussion on the Finance Department
 - A. Bisbikos provided an update on the Finance Department. Board of Selectmen and Board of Finance discussed the update. No action on job descriptions.
 - A. Possible action by the Board of Selectmen to approve the job description for a full-time Accountant
 - B. Possible action by the Board of Selectmen to approve the job description for a full-time AP/Payroll Clerk
5. Citizens Comments

- J. Barnowski discussed the optics of the budget process. R. Silberman discussed the politicization of the budget process. H. Perham discussed the dangers of reductions to the budget. B. Dennler discussed the importance of funding a budget that meets all needs. V. Geato discussed the importance of paying for services and proper maintenance. K. Kardys discussed town hall employment retention. S. Caron discussed about looking into regionalization. A. Rettig spoke about splitting the Town Budget/BOE budget vs. a combined budget. S. Chapman spoke about the transfers and increased transparency. D. Lambert discussed the importance of creating realistic budgets. V. Rose spoke about tight spending and how it relates to services.

6. Budget Discussion

- Board of Selectmen and Board of Finance members discussed the budget and provided recommendations.

7. Citizens Comments

- E. Leitkowski addressed the behaviors of elected officials. J. Fougere requested in-person meetings and adding a feedback question on the budget referendum. J. Cox discussed the importance of messaging. J. Ford talked about looking better at both budgets if one is looking to properly reduce the mill rate. R. Silberman spoke about a budget that reflects the needs of the town. N. Bibee wants the town to identify why they community voted no. S. Caron spoke about the lack of succession planning in government. M. Skidmore spoke about historical decorum at meetings. B. Dennler presented suggestions on how to move the budget forward. A. Rettig discussed concerns regarding optics. D. Bouchard discussed the presentation of the budget. D. Lambert discussed taxes. V. Rose discussed worker expertise and the importance of unity on working with a budget. C. O'Donal expressed the importance of unity on the budget process. J. Malsbenden expressed the importance of unity on the budget process.

8. Possible Next Steps

- Board of Selectmen and Board of Finance members discussed next steps and strategies to engage the public

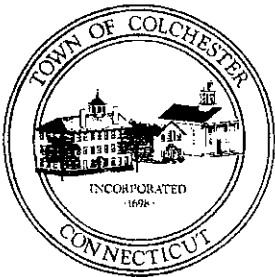
9. Adjourn the Board of Selectmen Special Meeting – R. Coyle made a motion to adjourn. 2nd by D. Bates.

Meeting adjourned at 9:11 PM

10. Adjourn the Board of Finance Special Meeting – A. Shilosky made a motion to adjourn. 2nd by M. Hayes.

Meeting adjourned at 9:11 PM

Meeting minutes submitted by Franchesca Brown.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Special Meeting Minutes
Thursday, October 13th, 2022, at 6:00 PM

Members Present: A. Bisbikos (First Selectman), D. Turner, D. Bates, R. Coyle
Member Absent: J. LaChapelle
Others Present: D. Kratochvil

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TOWN OF COLCHESTER, CT
2022 OCT 17 PM 2:13
Boyle, Francesca
0920 10/13/2022
TOWN CLERK

1. Call to Order – Meeting called to order at 6:02 PM
2. Discussion on the Finance Department
 - A. Possible action by the Board of Selectmen to approve the job description for a full-time Accountant
 - R. Coyle made a motion to approve the job description for a full-time Accountant with the following modifications: in the summary cross out school district; cross out the word departments on page, bullet 6; include the word bank statements in the 5th bullet from the top; and include an update (instead of renew) for October 2022. 2nd by D. Turner. **Motion carried unanimously 4-0**
 - B. Possible action by the Board of Selectmen to approve the job description for a full-time AP/Payroll Clerk
 - R. Coyle made a motion to approve the job description for a full-time AP/Payroll Clerk with the following modifications: adding the word union, change director to coordinator in the seventh bullet, and date the modification 10/13/22. 2nd by D. Tuner. **Motion carried unanimously 4-0**
3. Citizens Comments - None
4. Adjourn – D. Turner made a motion to adjourn. 2nd by R. Coyle. Meeting adjourned at 7:03 PM

Minutes submitted by Franchesca Brown

Addition to the Board of Selectman agenda

Tiffany Quinn <RecDirector@colchesterct.gov>

Thu 10/6/2022 2:55 PM

To: Franchesca Brown <fbrown@colchesterct.gov>; Andreas Bisbikos <abisbikos@colchesterct.gov>

Hi, Anton would like to extend his contract for the concession stand. I asked John Jones- he does not see a problem.

Can you please add it to the next board meeting?

Thanks,

Tiffany Quinn, CCMO, CRPE (she, her)

Director, Colchester Parks & Recreation

27 Norwich Ave., Colchester, CT 06415

(860) 537-7297

<https://www.colchesterct.gov/recreation-department>



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Town of Colchester
Agreement to Operate a Food & Soft Drink Concession
Colchester Recreation Complex

Agreement Addendum

RENTAL PERIOD

This addendum will extend the original contract from April 1, 2022, through November 31, 2022 to include December 1, 2022 through November 21, 2023.

There are no other changes to the original agreement and the original agreement will be in effect throughout the entire rental period.

END OF AGREEMENT ADDENDUM

Lessee Name (Print)

Date

Lessee Signature

First Selectman Signature

Date

THIS MASTER PAYING AGENT/BOND REGISTRAR AGREEMENT (this "Master Agreement"), is entered into as of **October 13, 2022** by and between **Town of Colchester, Connecticut** (the "Issuer"), and U.S. Bank Trust Company, National Association ("Bank"), as Paying Agent and Bond Registrar.

RECITALS

WHEREAS the Issuer has duly authorized and provided for the issuance of its Bonds, and anticipates in the future that it will issues additional bonds (the "Bonds");

WHEREAS the Issuer will ensure all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS the Issuer and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds;

WHEREAS the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent and Bond Registrar for the Bonds;

WHEREAS the parties desire to enter into this one Master Agreement to provide for the Bank's Paying Agent and Bond Registrar services on all issuances of Bonds by the Issuer;

WHEREAS the Issuer has duly authorized the execution and delivery of this Master Agreement; and all things necessary to make this Master Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Definitions.

For all purposes of this Master Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America.

"Bond Register" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

"Fiscal Year" means the fiscal year of the Issuer ending on **June 30th** of each year.

"Issuer" means Town of **Colchester, Connecticut**.

"Paying Agent" means the Bank when it is performing the function of paying agent for the Bonds.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registered Owner" means a Person in whose name a Bond is registered in the Bond Register.

"Registrar" means the Bank when it is performing the function of registrar for the Bonds.

"Stated Maturity" when used with respect to any Bond means the date specified in the Bond as the date on which the principal of such Bond is due and payable.

ARTICLE TWO

APPOINTMENT OF BANK AS PAYING AGENT AND BOND REGISTRAR

Section 2.01. Appointment and Acceptance.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Master Agreement the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds. As Registrar, the Bank shall keep and maintain for and on behalf of the Issuer, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Bond Registrar.

Section 2.02. Compensation.

As compensation for the Bank's services as Paying Agent and Bond Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in a separate agreement between the Issuer and the Bank for the first year of this Master Agreement, and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Bond Registrar for municipalities, which shall be supplied by the Bank to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer if there are any changes, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Bank in connection with entering into and performing under this Master Agreement and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank, provided sufficient collected funds have been provided to it for such purpose by or on behalf of the Issuer, shall pay on behalf of the Issuer the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bond.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bond, to the extent such funds have herein been provided by the Issuer.

The Bank shall not be required to pay interest on any funds of the Issuer for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

Section 3.03 Receipt of Funds.

The Issuer hereby agrees to provide the Paying Agent with sufficient funds to make principal and interest payments as follows: (1) payment by check must be received by the Paying Agent at least 5 business days prior to payment date and (2) payment by wire must be received by Paying Agent no later than 11:30 a.m. CST on the payment date.

ARTICLE FOUR

REGISTRAR

Section 4.01. Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Registrar.

The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which as been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or his attorney duly authorized in writing. The Registrar may request any supporting documentation it deems necessary or appropriate to affect a re-registration.

Section 4.03. Unauthenticated Bonds.

The Issuer shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register.

The Bank as Registrar will maintain its records as Bond Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.05. Reports.

The Bank will not release or disclose the content of the Bond Register to any person other than to the Issuer at its written request, except upon receipt of a subpoena or court order or as may otherwise be required by law. Upon receipt of a subpoena or court order the Bank will notify the Issuer.

Section 4.06. Cancelled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the Issuer upon its written request.

Section 4.07. Mutilated, Lost, Stolen or Destroyed Bonds.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bank in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and evidence of such cancellation shall be given to the Issuer. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

ARTICLE FIVE

THE BANK

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein. No implied duties or obligations shall be read into this Master Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall

become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Master Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

Section 5.03. Recitals of Issuer.

The recitals contained in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

Section 5.04. May Own Bonds.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds.

Section 5.05. Money Held by Bank.

Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder.

Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed, by the Registered Owner (or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the Issuer, the Issuer and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the Issuer for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06. Other Transactions.

The Bank may engage in or be interested in any financial or other transaction with the Issuer.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 5.08. Indemnification.

To the extent permitted by law, the Issuer shall indemnify the Bank, its officers, directors, employees and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, cost, claim, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the Bank's gross negligence or willful misconduct), including the cost and expense (including its reasonable counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Master Agreement. Such indemnity shall survive the termination or discharge of this Master Agreement or discharge of the Bonds.

ARTICLE SIX

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Master Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment

This Master Agreement may not be assigned by either party without the prior written consent of the other party.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed, faxed, sent pdf or delivered to the Issuer or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer: Finance Director
Town of Colchester
Colchester Town Hall
127 Norwich Avenue
Colchester, CT 06415

If to the Bank: U.S. Bank Trust Company, National Association
185 Asylum Street, 27th Floor
Hartford, CT 06103

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 6.06. Severability.

If any provision of this Master Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Master Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 6.08. Entire Agreement.

This Master Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Bond Registrar.

Section 6.09. Counterparts.

This Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Master Agreement.

Section 6.10. Term and Termination.

This Master Agreement shall be effective from and after its date and until either party terminates this Master Agreement pursuant to this section 6.10; provided, however, that no such termination shall be effective until a successor Paying Agent and Bond Registrar has been appointed and has accepted the duties of the Bank hereunder.

Either party may terminate this Master Agreement after providing sixty (60) days' written notice thereof to the other party. If the Bank shall terminate, or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Bond Registrar. If an instrument of acceptance by a successor Paying Agent and Bond Registrar shall not have been delivered to the Bank within sixty (60) days after the notice of termination, the Bank may petition any court of competent jurisdiction at the expense of the Issuer for the appointment of a successor Paying Agent and Bond Registrar. In the event of termination of the Bank as Paying Agent and Bond Registrar, upon the written request of the Issuer and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the Issuer or its designee all funds and unauthenticated Bonds, and a copy of the Bond Register. The provisions of Section 2.02 and Section 5.08 hereof shall survive and remain in full force and effect following the termination of this Master Agreement.

Section 6.11. Governing Law.

This Master Agreement shall be construed in accordance with and shall be governed by the laws of the State of Connecticut.

Section 6.12. Documents to be Filed with Bank.

At the time of the Bank's appointment as Paying Agent and Bond Registrar, the Issuer shall file with the Bank the following documents: (a) a specimen Bond; (b) a copy of the opinion of bond counsel provided to the Issuer in connection with the issuance of the Bonds; and (c) such other information that the Bank may request.

Section 6.13. Patriot Act Compliance.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the Issuer and the Bank have caused this Master Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

Town of Colchester, Connecticut, Issuer

By: Andreas Bisbikos

Its: First Selectman

U.S. Bank Trust Company, National Association, as
*Authentication Agent, Transfer Agent, Registrar
and Paying Agent*

By _____
Authorized Representative

RE: Special Town Meeting

First Selectman <selectman@colchesterct.gov>

Thu 10/13/2022 4:43 PM

To: Tiffany Quinn <RecDirector@colchesterct.gov>; Andreas Bisbikos <abisbikos@colchesterct.gov>; Franchesca Brown <fbrown@colchesterct.gov>; Gayle Furman <townclerk@colchesterct.gov>

I will have it on the BOS Agenda. Can't wait to honor a great guy!

From: Tiffany Quinn <RecDirector@colchesterct.gov>

Sent: Thursday, October 13, 2022 4:01 PM

To: Andreas Bisbikos <abisbikos@colchesterct.gov>; Franchesca Brown <fbrown@colchesterct.gov>; Gayle Furman <townclerk@colchesterct.gov>

Subject: Special Town Meeting

Hello, Gayle has certified that the petition has enough signatures to move forward. With that, I request that the following item be moved to a special town meeting:

We, the undersigned, qualified to vote in the meeting of the Town of Colchester, hereby, petition the Board of Selectmen of the Town of Colchester, in accordance with provision of the Town Charter, Section C-1001(C), to call a Special Town Meeting to consider the following order of business:

ITEM: To consider and act upon this petition to name the RecPlex field, now called R-4, after Norm Kaplan. As a member of the Recreation Commission for over 30 years and a founding member of Colchester Youth soccer, Norm championed the belief that all children who wished to participate in sports should have that opportunity. R-4 is where Norm spent his time mentoring the youngest Colchester athletes and should forever be the field dedicated to "Coach Norm".

Thank you,

Tiffany Quinn, CCMO, CRPE (she, her)

Director, Colchester Parks & Recreation

27 Norwich Ave., Colchester, CT 06415

(860) 537-7297

<https://www.colchesterct.gov/recreation-department>



Please be aware that email communication can be intercepted in transmission or misdirected. Please communicate sensitive information by telephone or in person.

YE transfers

Debbie Kratochvil <dkratochvil@colchesterct.gov>

Thu 10/13/2022 2:19 PM

To: First Selectman <selectman@colchesterct.gov>

Andreas,

As discussed with you earlier, there is one issue with the transfers. I tried to use one account twice(11303-44217 Tax -Postage) to balance different departments. Please see attached. It means that we will need to do another \$1100 from undesignated fund balance.

I have attached the transfer request form for \$1100 from undesignated Fund Balance to Tax Postage as well as the back-up. It will need to be approval by both boards. My apologies that we didn't notice it on our numerous attempts. All other transfers have been made.

Debbie Kratochvil

Director of Finance
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415
dkratochvil@colchesterct.gov
860-537-7229

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Tax Department

Reason for Request:

Tried to use this item twice in the year end transfers to balance Police and Fire Budgets.

Reason for Available Funds:

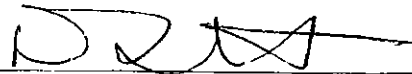
From:

Account Number	Account Name	Amount
18501-36250	Undesignated Fund Balance	\$1101.00

To:

11303-44217	Tax - Postage	\$1101.00

10/12/22
Date Requested



Department Director or Supervisor - Signature

Print Name Debbie Kratochvil

10/13/22
Date Reviewed



Chief Financial Officer

Date Approved

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

FOR 2022 13

11301 FINANCE	ORIGINAL APPROP	TRANS/ADJUSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
11301 44217	2,200.00	POSTAGE -1,315.00	885.00	884.41	0.00	0.59	99.9%
11301 44223	250.00	SERVICE CONTRACTS -250.00	0.00	0.00	0.00	0.00	.0%
TOTAL FINANCE	309,008.00		331,625.00	331,618.93	0.00	6.07	100.0%
	TOTAL EXPENSES		331,625.00	331,618.93	0.00	6.07	
11303 TAX COLLECTOR							
11303 40101	115,291.00	REGULAR PAYROLL 4,307.00	119,598.00	119,597.50	0.00	0.50	100.0%
11303 40105	3,000.00	CONTR TEMP OCCAS -390.00	2,610.00	2,609.69	0.00	0.31	100.0%
11303 41210	526.00	EMPLOYEE RELATED INSURANCE -22.00	504.00	503.28	0.00	0.72	99.9%
11303 42301	16,879.00	FICA & RETIREMENT -154.00	16,725.00	16,724.20	0.00	0.80	100.0%
11303 43213	2,500.00	OFFICE SUPPLIES -912.00	1,588.00	1,587.84	0.00	0.16	100.0%
11303 43258	3,000.00	MILEAGE, TRAINING & MEETINGS -52.00	2,948.00	2,947.59	0.00	0.41	100.0%
11303 44205	190.00	PROFESSIONAL MEMBERSHIPS -95.00	95.00	95.00	0.00	0.00	100.0%
11303 44217	16,000.00	DATA PROCESSING -382.00	15,618.00	15,617.26	0.00	0.74	100.0%
11303 44223	17,500.00	POSTAGE -4,486.00	13,014.00	14,114.79	0.00	-1,100.79	108.5%*
11303 44230	1,650.00	SERVICE CONTRACTS -418.00	1,232.00	1,231.35	0.00	0.65	99.9%
TOTAL TAX COLLECTOR	1,080.00	LEGAL NOTICES -500.00	580.00	580.00	0.00	0.00	100.0%
11304 ASSESSOR	177,616.00		174,512.00	175,608.50	0.00	-1,096.50	100.6%
	TOTAL EXPENSES		174,512.00	175,608.50	0.00	-1,096.50	
11304 40101	229,303.00	REGULAR PAYROLL 5,006.00	234,309.00	234,308.11	0.00	0.89	100.0%

2015

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Police

Reason for Request: Transfer from another department VDUL

Reason for Available Funds:

From:	Account Number	Account Name	Amount
	11110-50900	Contingency	33,500.00
	11303-41230	Tax - Fica & Retirement	609.00
	11303-42301	Tax - Office Supplies	912.00
<i>To: From</i>	11303-43213	Tax - Mileage, Training & meetings	52.00
	11303-43258	Tax - Professional Membership	95.00
	11303-44217	Tax - Postage	1101.00

09/27/22
Date Requested *dl* #144
Department Director or Supervisor - Signature

Print Name Darrell Tetreault

9/27/22
Date Reviewed *DL*
Chief Financial Officer

9/29/22
Date Approved *AK*
First Selectman

Date Approved
Board of Selectmen Clerk

Date Approved
Board of Finance Clerk

80F8

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

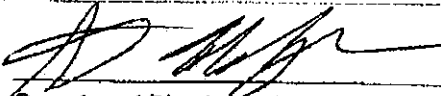
Department: Fire

Reason for Request: DLK
Transfer from another department

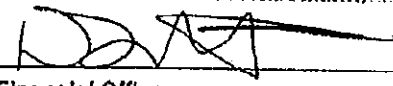
Reason for Available Funds:

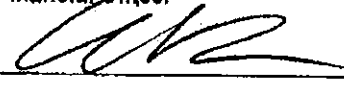
From:	Account Number	Account Name	Amount
	11105-44208	B&C - Professional Services	5.00
	11105-44230	B&C - Legal	30.00
	11105-44232	B&C - Printing & Publications	1000.00
<i>From</i>	11303-44217	Tax - Postage	1101.00
	11303-44205	Tax - Data Processing	108.00
	11110-50900	Contingency	30,251.00



9/22/22 
Date Requested Department Director or Supervisor - Signature

Print Name Steven Hoffmann

9/23/22 
Date Reviewed Chief Financial Officer

9/29/22 
Date Approved First Selectman

Date Approved Board of Selectmen Clerk

Date Approved Board of Finance Clerk