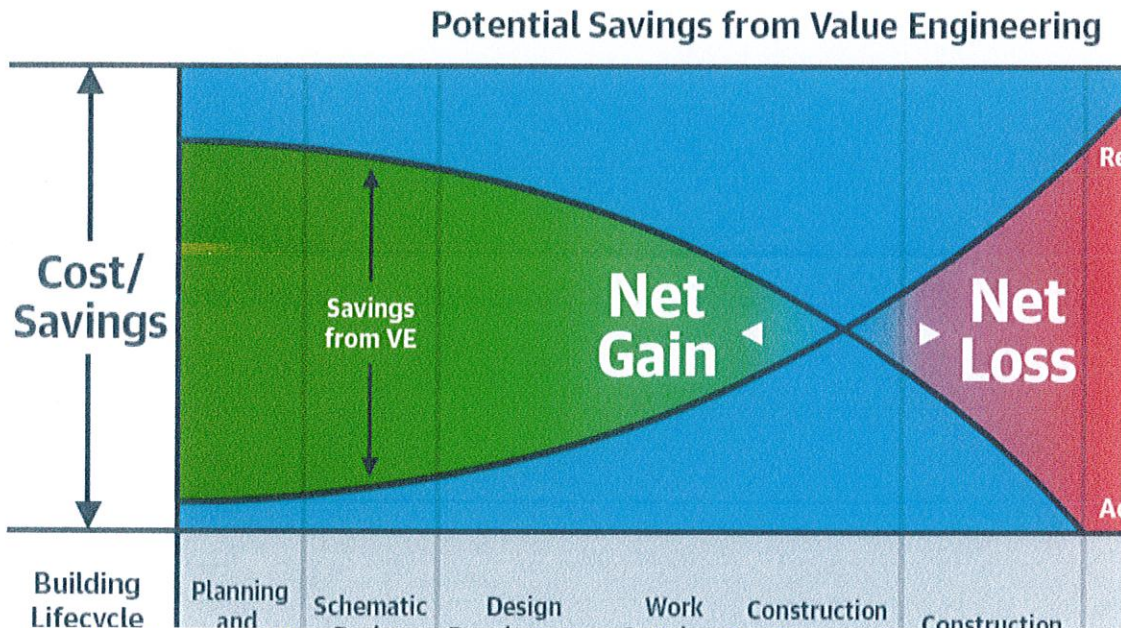


First Selectman

From: Michael Dubreuil <dubreuilm@gmail.com>
Sent: Sunday, January 15, 2023 4:30 PM
To: First Selectman; Denise Turner; Deborah Bates; Rosemary Coyle; Jason LaChapelle
Cc: Senior Center Building Committee
Subject: Re: BoS Correspondence

To the Board of Selectmen,

I'd like to supplement this correspondence with new information. When I made my comment on "value engineering" in the previous email, I used my general knowledge as an engineer. In general, the most money can be saved during design and not manufacturing/construction. I'm not a civil engineer or architect, so building construction isn't a specific area of expertise for me. I thought "some money" could be saved during construction. What I have learned is that "value engineering" actually costs more money than it saves during building construction. The following graphic demonstrates when cost savings through value engineering can be achieved during a building project.



Source: <https://www.gordian.com/resources/value-engineering-for-construction/>

Please consider reviewing that website. Thank you.

Michael Dubreuil
180 Woodbine Rd, Colchester, CT

On Fri, Jan 13, 2023 at 2:58 PM Michael Dubreuil <dubreuilm@gmail.com> wrote:
To the Board of Selectmen,

This is an email concerning the Senior Center Building project and I ask it be included in correspondence for the next meeting. I have had an opportunity to process the January 10th CSCBC meeting and would like to share my thoughts.

It's unfortunate that we have to put the CSCBC members into such a position that they need to play demoralizing games. This all started in October when the construction bids came in over budget. Next, the town's Chief Financial Officer directed them to have at least \$8.625M in the construction budget before the construction contract is signed. The game was started when the Board of Selectman refused to give the project more money.

The game is simple: the game board is the project budget and the goal is to transfer money from line items to ensure there's at least \$8.625M in the "Construction Manager GMP" line item. There's really no rules, forget planned expenditures and adherence to fiscal responsibility; just pump money into the construction budget. The citizens watched this game and here's the highlights:

- A/E Fees, Current Budget: \$410k
 - Original Budget: \$450k
 - This is the line item for Mr. Stein of Silver Petrucelli.
 - At the court hearing the judge made a factual finding that: "The total fee owned to Mr. Stein's firm is \$449,057.12."
 - It seems illogical that the committee has to transfer the required budget into the Construction line item; however, the A/E line item can be reduced to below the required budget.
- Cost of Issuance, Current Budget: \$3k
 - Original Budget: \$178k
 - This line item was described as the cost to bond the project, I would assume this is an amount of money set aside for the bonding attorney.
 - I'm not sure how we can begin construction on a building when we can't afford to bond it.
- Utility Connection Fees, Current Budget: \$82.5k
 - Original Budget: \$15k
 - This line item was increased up to \$122.5k when the committee learned it would cost more than anticipated to connect to the utilities.
 - At this point, the budget doesn't have enough money to connect the building to utilities.
- Furniture and Equipment, Current Budget: \$10k
 - Original Budget: \$300k
 - There's not much to write here, there's no money for furniture, equipment, or kitchen appliances. (On December 1st, the committee voted to deduct alternate bid #7, which gutted the kitchen equipment.)
- Owner's Contingency, Current Budget: \$22.4k
 - Original Budget: \$423.4k
 - The owner's representative contracted a company named PACS to consult on the project. "PACS advise that a Construction Contingency is carried for unforeseen project conditions and field changes. Typically we see this in the range of 3% to 7.5% dependent on the scope of the project." CSCBC Meeting January 19, 2021
 - "Construction Contingency" and "Owner's Contingency" are interchangeable terms. The intent is money should be set aside for unplanned problems during construction; not before it.
 - In some budget presentations this is described as "5%" and has been shown to be as high as \$485k (CD Estimate Reconciliation).
 - On November 22, 2022, when this line item was \$422k, Mr. Tarnowski sent me an email about construction costs which contained the following:
 - *"In our budget, as is normal practice in construction projects, we have carried a contingency line item to cover these possible overruns or problems that may creep up....I have been involved in the construction industry for over 40 years, and no one can absolutely guarantee no cost overruns. We can stay within budget because we have a contingency built into the budget..."*
 - We essentially have no contingency in the budget.
- Construction Manager GMP, Current Budget: \$8.631M

- Original Budget: \$7.43M
- This line item is for BRD Builders to construct the building.
- When this line item was at least \$8.625M, the Board of Selectmen won the game.

Today's reality is we don't have enough money to: pay the architect, bond the project, or connect to utilities. If a problem occurs during construction, there's no money to correct it. Once the building is built, there's no money for kitchen appliances or to furnish it. One might ask, is it in the best interest of the town to sign the construction contract now? The answer to that rhetorical question is no.

We need to put this project on a responsible track. Please begin work on a supplemental referendum of \$1.3M.

Sincerely,
Michael Dubreuil
180 Woodbine Rd, Colchester CT

P.S.

The alternative reality is that "value engineering" can reduce the cost of the project. There's no plan for this, and no definitive goal for the amount of money that needs to be saved. The reality is value engineering has the most impact during design, not construction. During design the CSCBC performed some value engineering efforts as "alternate bids", and they only managed to save approximately \$300k. One should expect to return a fraction of that on value engineering during construction.

P.P.S.

At the January 11th Board of Finance meeting there was discussion about where to assign the legal costs surrounding the building project. Several CSCBC members made citizen comments expressing outrage that it would come out of their budget. Although I disagree with them, I can't blame them. The day prior they were moving around much smaller amounts of money to play the Board of Selectmen's game.

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First Selectman

From: Michael Dubreuil <dubreuilm@gmail.com>
Sent: Friday, January 13, 2023 2:59 PM
To: First Selectman; Denise Turner; Deborah Bates; Rosemary Coyle; Jason LaChapelle
Cc: Senior Center Building Committee
Subject: BoS Correspondence

To the Board of Selectmen,

This is an email concerning the Senior Center Building project and I ask it be included in correspondence for the next meeting. I have had an opportunity to process the January 10th CSCBC meeting and would like to share my thoughts.

It's unfortunate that we have to put the CSCBC members into such a position that they need to play demoralizing games. This all started in October when the construction bids came in over budget. Next, the town's Chief Financial Officer directed them to have at least \$8.625M in the construction budget before the construction contract is signed. The game was started when the Board of Selectman refused to give the project more money.

The game is simple: the game board is the project budget and the goal is to transfer money from line items to ensure there's at least \$8.625M in the "Construction Manager GMP" line item. There's really no rules, forget planned expenditures and adherence to fiscal responsibility; just pump money into the construction budget. The citizens watched this game and here's the highlights:

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We need to put this project on a responsible track. Please begin work on a supplemental referendum of \$1.3M.

Sincerely,
Michael Dubreuil
180 Woodbine Rd, Colchester CT

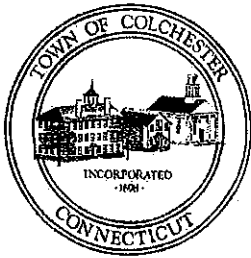
P.S.

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P.P.S.

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Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

January 11, 2023

Board of Selectmen
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

Dear Board of Selectmen:

At a special meeting on January 9, 2023, the Open Space Advisory Committee discussed an email we received from the Sablitz family regarding their preferred name for the 75+ acre open space the town recently purchased from the family on Route 16 (AKA Middletown Road). (MBL: 4W-09-013-000).

If the Board of Selectman were to discuss this matter, the Committee recommends for consideration the name "Pine Brook Preserve" to highlight its main water feature on the property. The Committee also recommends recognizing the Sablitz family for working with the town to create additional protected open space in Colchester by installing an engraved plaque on a boulder or another feature near the primary trail head that provides historical acknowledgement of the family's extensive farming history on the property and land stewardship values.

Sincerely,

William Hochholzer, Chairman
Open Space Advisory Committee

First Selectman

From: Michael Dubreuil <dubreuilm@gmail.com>
Sent: Saturday, January 7, 2023 8:33 AM
To: First Selectman
Cc: Deborah Bates; Denise Turner; Rosemary Coyle; Jason LaChapelle
Subject: Board of Selectmen Correspondance

To the Board of Selectmen,
I'd like to share a concern about the senior center building project and would like this to be included in correspondence for the next meeting.

Prior to November 21st, there wasn't much attention placed on the building project. According to their meeting minutes there was little citizen involvement. We had a referendum, the CSCBC had \$9.5M to create a new building. Everything seemed fine, the plan was straightforward and they had the consent of the citizens.

On November 21st, when they informed the community at a meeting with much larger citizen participation, we learned that everything was not fine. They knew they were over budget and were seeking an additional \$976k prior to entering into a construction contract.

That's when people such as myself, went to great lengths in order to fix the problem in a manner that respected the 2021 vote of the citizens. All people such as myself wanted was for a supplemental referendum or a redesign of the building such that \$9.5 Million would be sufficient.

There was a legal case where we learned new pieces of information. First, the judge made a finding the building could cost \$700k to \$1.3 million more. Second, and paraphrasing, estimates are not the same as appropriations. Third, we learned the First Selectman testified that "if the project cost exceeds the 9.5 million dollar appropriation per the referendum...", he would take certain actions to secure more funding. Fourth, and paraphrasing again, value engineering could reduce the cost of the project.

On January 5th, with the injunction denied and the voices of citizens such as myself ignored, the Board of Selectmen voted to begin construction contract negotiations. They also tentatively scheduled a meeting the following week to vote on entering into the contract.

In the court hearing the complaint had an email from town attorney Matt Ritter, dated November 29, 2021 and concurring with a previous email from bond counsel, Glenn Rybacki: *'I agree with bond counsel that you cannot split the special appropriation into smaller amounts to avoid the Town Charter provisions governing "special appropriations." Therefore, if additional funds are needed for the project, the Town will have to comply with Sections C1111a. listed above.'*

So onto the point of this email: what is the plan? At some point in the near future we are going to get very close to the \$9.5 million dollar threshold which the First Selectman had testified he would take certain actions. With respect to the town attorney's email, how will the plan account for the fact that "you cannot split the special appropriation into smaller amounts to avoid the Town Charter provisions..."?

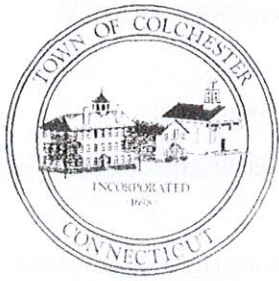
I can foresee a problem in the future where estimated budget items become actual appropriations. Logistically, this could happen over a series of several months, thus completely circumventing the town attorney's advice on splitting up appropriations. Which in effect, subverts the citizens control over government. Absent a plan presented to the citizens, one could presume that is actually the plan of the Board of Selectmen.

Perhaps it's not the plan and the Board of Selectmen will come to the citizens for authorization to appropriate additional funds. The question is, when will they? At that point in time, will the building be partially constructed? If that were the case I would submit to the Board of Selectmen that you would be in effect extorting the citizens. You would be giving the citizens a choice: vote yes to the appropriation or give the seniors a shell of a building.

It was all so simple prior to November 21st, we understood the plan. The discontent in the community is caused because we don't understand the new plan. I would request the Board of Selectmen share that new plan with us, preferably prior to signing a construction contract.

Thank you,
Michael Dubreuil
180 Woodbine Road, Colchester

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Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Special Meeting Agenda - Amended
Thursday, January 5th, 2023, at 7 PM

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

Also Present: P. Watts (Senior Center Director)

1. Call to Order – Meeting called to order at 7:02 PM by A. Bisbikos
2. Pledge of Allegiance
3. Correspondence
4. Citizens Comments
 - T. Rudko spoke about the injunction. H. Kilroy spoke about the senior center project. P. Watts spoke about the senior center project. J. Ford spoke about the senior center project cost. M. Dubreuil spoke about the senior center project bid opening. D. Bouchard spoke about the senior center project cost. J. LaChapelle spoke about leaving the local Republican Party. D. Lambert spoke about the senior center project cost.
5. Interviews
 - A. Alexis Devlin – Open Space
 - B. Halina Kilroy – Historical
 - C. Alysha Fagan – Open Space – Did Not Interview
6. Consent Agenda
 - A. Approve the 12/15/22 Board of Selectmen minutes
 - B. Possible action to reappoint David Wasniewski to the Agricultural Commission for a term to expire 12/31/2025
 - C. Possible action to reappoint Stanley Stefanowicz to the Historic District Commission with a term to expire 11/30/2027
 - D. Possible action to appoint Julianna Cameron from an alternate member to a full member on the Norton Park Committee
 - D. Bates made a motion to approve the consent agenda. 2nd by D. Turner. ***Motion carried unanimously 5-0***
7. Senior Center Project
 - A. Motion to award a construction bid with BRD Builders, LLC, in the amount of \$8,625,000.00 for the construction of the new Senior Center as described in plans and specifications as prepared by Silver/Petrucelli & Associates, and in accordance with the bid documents.
 - R. Coyle made a motion to award a construction bid with BRD Builders, LLC, in the amount of \$8,625,000.00 for the construction of the new Senior Center as described in plans and specifications as

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Gayle Fugman
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prepared by Silver/Petrucci & Associates, and in accordance with the bid documents. 2nd by D. Turner. **Motion carried 4-0-1, with J. LaChapelle abstaining.**

- B. Motion to approve the Bidding Phase documents as being substantially complete and satisfactory.
- R. Coyle made a motion to approve the Bidding Phase documents as being substantially complete and satisfactory. 2nd by D. Bates. **Motion carried unanimously 5-0**
- C. Motion to authorize Silver/Petrucci & Associates to proceed to the Construction Administration and Closeout Phase of the contract in accordance with the Agreement between Silver/Petrucci and Associates and the Town of Colchester dated July 14, 2020.
- R. Coyle made a motion to authorize Silver/Petrucci & Associates to proceed to the Construction Administration and Closeout Phase of the contract in accordance with the Agreement between Silver/Petrucci and Associates and the Town of Colchester dated July 14, 2020. 2nd by D. Turner. **Motion carried unanimously 5-0**
- D. Motion to approve the Bidding Phase Documents as being substantially complete and satisfactory as provided under, and in accordance with, the Agreement between Construction solutions Group and the Town of Colchester dated January 15, 2021.
- R. Coyle made a motion to approve the Bidding Phase Documents as being substantially complete and satisfactory as provided under, and in accordance with, the Agreement between Construction solutions Group and the Town of Colchester dated January 15, 2021. 2nd by D. Bates. **Motion carried unanimously 5-0**
- E. Motion to authorize Construction Solutions Group to proceed to the Construction and Close-out Phase of the contract as provided under, and in accordance with, the Agreement between Construction Solutions Group, LLC., and the Town of Colchester dated January 15, 2021.
- R. Coyle made a motion to authorize Construction Solutions Group to proceed to the Construction and Close-out Phase of the contract as provided under, and in accordance with, the Agreement between Construction Solutions Group, LLC., and the Town of Colchester dated January 15, 2021. 2nd by D. Turner. **Motion carried unanimously 5-0**
8. LaChapelle v. Town of Colchester
- A. Transcript of Judge's Rulings
 - B. Legal Cost
9. Wash Bay
- A. Possible action for the Town of Colchester to award a bid to Stula Enterprises, LLC for the Wash Bay in the amount of \$24,200 have the First Selectman sign any necessary documents.
 - D. Turner made a motion for the Town of Colchester to award a bid to Stula Enterprises, LLC for the Wash Bay in the amount of \$24,200 have the First Selectman sign any necessary documents. 2nd by A. Bisbikos. **Motion carried unanimously 5-0**
 - B. Possible action for the Board of Selectmen to make a recommendation to the Board of Finance that the amount of \$24,200 is appropriated out of undesignated fund balance – No Action

10. MOA

- A. Possible action to approve of the MOA between the Town of Colchester and Stacy Kilgus
 - R. Coyle made a motion to approve the MOA between the Town of Colchester and Stacy Kilgus. 2nd by D. Bates. *Motion carried unanimously 5-0*
- B. Possible action to approve of the MOA between the Town of Colchester and Amber Albee
 - D. Turner made a motion to approve of the MOA between the Town of Colchester and Amber Albee. 2nd by D. Bates. *Motion carried unanimously 5-0*
- C. Possible action to approve of the MOA between the Town of Colchester and Jay Gigliotti
 - D. Bates made a motion to approve of the MOA between the Town of Colchester and Jay Gigliotti. 2nd by R. Coyle. *Motion carried unanimously 5-0*
- D. Possible action to approve of the Fire Marshal Mutual Aid Services Agreement
 - R. Coyle made a motion to approve the Fire Marshal Mutual Aid Services Agreement. 2nd by D. Turner. *Motion carried unanimously 5-0*

11. Policies

- A. Mandatory Review of the Purchasing Policy – Next meeting, BOS will establish work group
- B. FOI Retention Schedule for Recording, Audio, and Videos – Town Hall Security Cameras
 - Possible action that the Town of Colchester Policy Manual is adjusted to include FOI Retention Schedule for Recording, Audio, and Videos and that the retention schedule matches Schedule M7 – 640 of Public Safety and Emergency Services Records and to make that item 10.0 in the Town of Colchester Policy Manual – No action

12. Citizens Comments

- H. Kilroy concerns about the senior center project. C. Russi thanked the Board of Selectmen for moving the senior center project forward. R. Silberman talked about video cameras. M. Rudko spoke about FOI procedures. J. Ford spoke about the senior center project cost. B. Dennler spoke about town hall staffing. M. Dubreuil spoke about the senior center project bid opening. D. Lambert spoke about the senior center cost. D. Bouchard spoke about the senior center project. V. Rose thanked the Board of Selectmen for moving the senior center project forward. T. Rudko spoke about the cost of the senior center project. S. Silberman thanked the Board of Selectmen for moving the senior center project forward.

13. First Selectman's Report– A. Bisbikos will provide the report in an email blast and on social media

14. Liaison Reports

- R. Coyle provided updates on the Agricultural Commission concerning the livestock foodbank at Rosenblatt's Farm and the collection of Christmas trees. R. Coyle provided updates on Chatham Health including adding hybrid meeting room equipment, Juneteenth to their calendar, processing legal food services, they are still conducting vaccine clinics, and are reviewing their budget for next year.

15. Adjourn – D. Turner motioned to adjourn. 2nd by D. Bates. Meeting adjourned at 8:54 PM

Meeting minutes submitted by F. Brown

Selectman@ColchesterCt.gov

860-537-7220

www.ColchesterCT.gov

American Rescue Plan Act (ARPA) Committee and Board of Selectmen
January 9, 2023 - Joint Special Meeting
Via Zoom

ARPA MEMBERS PRESENT: Chair Dave Koji, Vice Chair Greg Barden, Jack Faski, Marge Mlodzinski, Stan Soby, Jennifer Cox, Denise Mizla.

BOS MEMBERS PRESENT: First Selectman Andreas Bisbikos, Rosemary Coyle, Denise Turner, Debbie Bates.

BOS MEMBERS ABSENT: Selectman Jason LaChapelle.

OTHERS PRESENT: UHY Consultants Stacy Farber, Recreation Director Tiffany Quinn, Town Engineer Sal Tassone, Cindy Praisner of C3.

1. Call to Order – ARPA Committee

Chair Dave Koji called this Special Meeting to order at 5:34 pm.

Call to Order – Board of Selectmen

First Selectman Andreas Bisbikos called this Special Meeting to order at 5:34 pm.

2. Citizens' Comments

Mike Dubriel commented on the open space parking lot, the C3 request and naming of the parking lot.

3. Municipal Department Head ARPA Application Interviews

4.a Sal Tassone

- Sablitz Parking Lot

Town Engineer S. Tassone reviewed the request for the parking area on the Sablitz property on Route 16. The lot will accommodate 15 gravel parking places and one space for handicapped access. A stipulation of the grant given for this open space area is that the road be paved. The plans were approved by Planning & Zoning on December 21, 2022. The cost is \$54,000.

4.b Cindy Praisner

- 2nd year pay for employee

Early Childhood Coordinator for C3, C. Praisner, is requesting \$9,059 for a second year for a Family Empowerment Facilitator. Other funding is being pursued.

4.c Tiffany Quinn

- Field Feasibility (phase 2 & 3)

The feasibility study should be completed this week.

- Field Irrigation

A test well could be drilled for \$10,000 with no guarantee of water, a complete well could be \$30,000.

S. Soby left – 6:09 pm.

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2023 JAN 11 PM 2:46
Mike Dubriel
GAYLE STEVEMAN
TOWN CLERK

Discussion continued regarding wells, cost of irrigation, timeline.

4. Citizens' Comments

Mike Hayes asked if a study had been done on the fields and if the cost of future maintenance was considered.

Mike Dubreuil thanked the committee for the information and is in favor of naming the parking area after the Sablitz family.

5. Adjournment – ARPA Committee

Motion by: G. Barden

Vote: Unanimous to approve.

Chair Koji adjourned this Special Meeting at 6:35 pm.

Adjournment – Board of Selectmen

Motion by: D. Turner

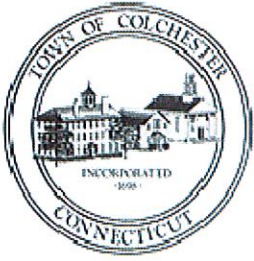
to adjourn.

Second by: R. Coyle.

First Selectman Bisbikos adjourned this meeting at 6:35 pm.

Respectfully submitted,

Mary Jane Slade
Clerk



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Meeting Schedule 2023

- 1) The following meeting schedule is recommended for the regular monthly meetings of the Board of Selectmen
- 2) Unless otherwise noted, meetings are scheduled for the 1st and 3rd Thursday of each month at 7:00 PM., per section 4a of the bylaws.

January 5
January 19
February 2
February 16
March 2
March 16
April 6
April 20
May 4
May 18
June 1
June 15
July 6
July 20
August 3
August 17
September 7
September 21
October 5
October 19
November 2
November 16
December 7
December 21

Recommended Motion: “Move to adopt the Board of Selectmen 2023 meeting schedule as recommended by the First Selectman.”

First Selectman

From: Cash, Zachary <Zachary.Cash@ct.gov>
Sent: Monday, January 16, 2023 10:41 AM
To: First Selectman
Subject: FW: Mutual Aid (Annual Renewal)
Attachments: MUTUAL POLICE ASSISTANCE COMPACT-final2017.docx

Sir,

Attached is the renewal for a mutual aid agreement. Just about all of the towns within the LEC sign this annual form. It is of no cost to the Town. Your signature is on the last page. If you have any questions, please let me know.

-Zach

Sergeant Zachary Cash #104

Connecticut State Police Troop K
Colchester Resident Trooper
Mobile Response Unit: Executive Officer
Drone Unit: Sergeant

From: [Wilfred Blanchette III](#)
Sent: Friday, January 13, 2023 10:01 AM
To: [Paul Hussey](#); [Mario Arriaga](#); [Cash, Zachary](#); [Erick Jenkins](#); [Louis Fusaro, Jr.](#); [Andrew Fournier](#); [Joseph Brooks](#); [Pat Daley](#); [Jay DelGrosso](#); [David Knowles](#); [Mary Calorio](#); [Mike Finkelstein](#); [John Rich](#); [Brian Wright](#); [Steven K. Tavares](#); [David Radford II](#); [Marc Balestracci](#); [Jeffrey Hotsky](#); [Magdalena Silver](#); [Jonathan Montey](#); [Chris Ferace](#)
Subject: Fwd: Mutual Aid

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Good morning everyone.

In going through our Mutual Aid files, we have failed to locate Mutual Aid agreements for several of our member agencies. In an effort to avoid any issues, I would respectfully request that you complete the attached Mutual Aid Agreement form and return it to LEC Administrator Morin as soon as possible. This newer revision of the Mutual Aid Compact includes both the Mohegan Tribal Police Department and the Mashantucket Pequot Tribal Police Departments to the list of agencies authorized to participate.

Very Respectfully,

Bill

----- Forwarded message -----

From: Carol Morin <carol.morin@lec-ct.org>
Date: Fri, Jan 13, 2023 at 9:34 AM
Subject: Mutual Aid
To: Wilfred Blanchette III <wilfred.blanchette@lec-ct.org>

--

*Carol
Administrator
Law Enforcement Council
860.887.1214*

--

Wilfred J. Blanchette III
Executive Director
Law Enforcement Council of Connecticut Inc.
11 Stott Avenue
Norwich, CT 06360
Chair-Region 4 ESF 13 Law Enforcement
Ph: (860) 887-1214
Fax: (860) 887-0421



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MUTUAL POLICE ASSISTANCE COMPACT

WHEREAS, Section 7-277a of the Connecticut General Statutes authorizes municipalities to enter into agreement with each other for mutual police assistance;

WHEREAS, Section 7-277a as amended by Public Act No. 17-4 further authorizes the Mohegan Tribe and Mashantucket Pequot Tribe to enter into such agreements for mutual police assistance with one or more municipalities, if such tribe entering into the agreement has a memorandum of agreement in effect with the State of Connecticut regarding authority of the tribe and its police department to exercise police powers pursuant to Section 7-294a-7-294e;

WHEREAS, for the purposes of this agreement such tribes shall be included in the meaning of "municipalities;" and

WHEREAS, the undersigned municipalities wish to cooperate on mutual police assistance under the terms of this compact.

NOW, THEREFORE, the undersigned municipalities, by and through their respective chief executive officers, duly authorized, hereby mutually agree as follows:

ARTICLE ONE. LOAN OF PERSONNEL AND EQUIPMENT

1. Whenever the chief executive officer, or his or her designee, of any of the municipalities participating in this compact determines it necessary in order to protect the safety or well-being of his or her municipality, he or she may request police assistance from any other participating municipality or municipalities as is necessary to meet such situation. The chief executive officer of any participating municipality may delegate to the chief of police or board of police commissioners of his municipality or other duly constituted authority the power to request or furnish assistance pursuant to this compact, with whatever limitations are deemed appropriate. Written notice of such delegation shall be given to the municipalities participating in this compact.

2. All such requests shall be made to the chief executive officer of the municipality from which assistance is sought. Such requests shall be made in writing, but if necessary, requests may be oral in which case they shall be confirmed in writing as soon as practicable by the requesting municipality.

3. The requests shall state the number of personnel, and the type and amount of equipment required, and the purpose for which it is sought. It shall further state the name, rank and location of the individual to whom the personnel of the municipality providing the assistance shall report. It will be sufficient for a request for mutual police assistance to be made through email to the municipality from which said assistance is sought.

4. The requesting municipality shall record in writing the date and time of arrival, assignment and release of all personnel provided pursuant to this compact. It shall further record the date and time of receipt and return of any equipment loaned pursuant to this compact. Such records shall be furnished to the municipality providing assistance upon request.

5. The chief executive officer of any municipality providing assistance pursuant to this compact, or the chief of police or board of police commissioners or other duly constituted authority, if authorized by such chief executive officer, may, notwithstanding any other provision or requirement of state or local law, provide such assistance in the form of personnel or equipment as he/she deems consistent with the safety and well-being of the providing municipality.

6. Any municipality providing assistance pursuant to this compact shall record the names and time of dispatch and return of all personnel assigned pursuant to a request for assistance. It shall further record a description of, as well as the date(s) of loan and return of, any equipment assistance furnished, as well as a description of the condition of such equipment immediately prior to the loan of and upon the return of such equipment. All such records shall be furnished to the receiving municipality upon request.

7. Personnel assigned pursuant to this compact shall be under the general supervision of an officer of the municipality providing the assistance designated for the purpose, subject to Section 8 of this compact.

ARTICLE TWO. DUTIES OF PERSONNEL

8. All personnel assigned pursuant to this compact shall, upon notification, proceed immediately to the location to which they have been assigned and place themselves under the direction of the officer indicated by the requesting municipality. Such officer shall be in command of all personnel lent pursuant to this compact, including the supervisory officer designated pursuant to Section 7 of this compact. The providing municipality shall furnish personnel duly qualified to provide the assistance requested.

9. All officers responding to a request for assistance shall proceed to the requesting municipality for any necessary equipment.

10. All officers assigned pursuant to this compact shall remain on duty until released by the commanding officer indicated by the requesting municipality, subject to Section 16 of this compact.

11. All personnel provided pursuant to this compact, while acting in response to a request for assistance, shall have the same powers, duties, privileges and immunities as are conferred on the police officers of the municipality requesting assistance.

ARTICLE THREE. WAIVER OF REIMBURSEMENT

12. Pursuant to Connecticut General Statutes § 7-277a(a), each municipality hereby agrees to waive reimbursement for expenditures incurred by it in providing assistance pursuant to this Agreement, including without limitation payments for death, disability or injury of employees and losses and damages to supplies or equipment incurred in providing such assistance. Each municipality shall be fully responsible for its own costs, whether monetary or in the form of goods or services, it incurs as a result of its participation in this Agreement. Such costs may include, but are not limited to:

- a. The actual payroll, including overtime, of the personnel participating in activities hereunder.
- b. The replacement or repair costs for any equipment lost, destroyed, damaged or made unavailable as a result of participation in this Agreement.
- c. Fuel and maintenance costs for any vehicles and equipment used hereunder.
- d. Training costs arising from participation in this Agreement.
- e. Workers' compensation claims pursuant to the Connecticut Workers' Compensation Act, Chapter 568 of Connecticut General Statutes and any deductibles related thereto.
- f. Awards made by a third party neutral (e.g., court or arbitrator of competent jurisdiction) for death, disability or injury to employees participating in compact related activities, and/or compensation under any collective bargaining agreement or other policy or requirement of the providing municipality, to the extent that such awards exceed Worker's Compensation coverage.
- g. Survivor's benefits pursuant to Connecticut General Statutes § 7-323e.
- h. Heart and hypertension claims pursuant to Connecticut General Statutes §§ 7-433a, *et seq.*

- i. Costs arising from agreements, collective bargaining agreements, contracts or obligations entered into by each municipality prior to entering into this Agreement.

13. Each participating municipality shall indemnify and hold harmless the other municipalities that are party to this compact from reckless, willful and/or intentional acts, as well all third party death, injury or property damage claims arising from, and solely identifiable to, the reckless, willful, intentional and/or negligent acts of such indemnifying municipality. Each municipality shall be liable only for its percentage of liability as determined by courts in instances in which the identity of a reckless, willful, intentional and/or negligent act cannot be determined or in which neither municipality is determined to be solely responsible. The indemnity obligations set forth herein shall survive termination of this compact and/or a municipality's withdrawal from this compact.

14. Should any of the municipalities participating in this compact desire to effectuate its purpose by cooperating in the purchase and operation of law enforcement equipment, costs and usage of such equipment shall be allocated as the parties shall provide.

15. Participation in this compact does not bind any municipality to provide assistance to any given request.

16. Notwithstanding anything herein to the contrary, the chief executive officer, the chief of police or the board of police commissioners or other duly appointed authority of the municipality providing the assistance may, if he, she or it feels it necessary to protect the safety and well-being of the providing municipality, recall any personnel or equipment provided pursuant to this compact.

17. Any controversy or claim between any of the municipalities that are party to this compact arising out of or relating to the provisions of this compact or the breach thereof shall be settled by final and binding arbitration in accordance with the applicable rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party involved in the arbitration shall be equally responsible (proportionally split the costs) for all costs and fees related to same.

ARTICLE FOUR. MISCELLANEOUS PROVISIONS

18. All complaints of misconduct against officers provided pursuant to this compact shall be promptly referred to the chief of police of the municipality employing such officers for disciplinary action in accordance with the regular procedures of such municipality. Each municipality shall make its officers available to and shall reasonably cooperate with the other municipalities participating in this Agreement regarding internal interviews/investigations/reviews being conducted by a participating municipality and/or for interview in connection with any investigation and/or review of such complaints.

19. Subject to the agreement of the municipalities that are then party to this compact, and in accordance with Section 7-277a, any municipality in the State of Connecticut may become a participant in this compact by duly executing a counterpart thereof.

20. Any participating municipality may withdraw from this compact by giving thirty (30) days advance written notice to all the other participating municipalities. Withdrawal of one or more participants shall not void the compact so long as two or more participants remain active in the compact. The withdrawal of a participating municipality shall not release such municipality from any monetary or other obligations which arose under this compact prior to its withdrawal, and/or which relate to acts or omissions of or occurrences involving such municipality during its participation in this compact. Withdrawal of one or more participants shall not terminate the compact so long as two or more participants remain active in the compact.

1. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the context may require

Dated at _____, Connecticut, this ____ day of _____, 20__.

TOWN/CITY OF: _____

SIGNED BY: _____
Chief Executive Officer

TOWN/CITY OF: _____

SIGNED BY: _____



Connecticut Propane & Petroleum

21 Austin Drive, Marlborough, CT 06447
Phone: 860-365-5218 | Fax: 860-365-S219
HOD #964 LIC# HTG.0396438-S1

FIXED PRICE AGREEMENT

This Propane Supply Agreement ("Agreement") is between Connecticut Propane & Petroleum (hereinafter and in all related documents referred to as "CPP", "Company", "We", or "Us"), and the customer identified below (hereinafter referred to as "Customer" or "You").

Table with 2 columns: Field Name, Value. Fields include Customer Name, Service Address, Primary Phone, and Email Address.

TERM: The original term of this agreement shall be for all fuel deliveries between July 1, 2023 to June 30, 2024. You may not terminate this agreement at any time during the original term.

PROPANE: Company will provide propane to the Customer for a fixed price of \$2.15 per gallon for the duration of this agreement.

DELIVERY: All fuel deliveries will be performed on an Automatic, Keep Full, or Supplement basis at the Service Address listed above.

PAVMRNT AUTHORIZATION:

The person(s) signing this document on behalf of the buyer represents he/she has the authority to do so. Any person signing this Agreement as "Guarantor" below unconditionally agrees to pay Us promptly when due, or upon demand therefore, without deduction, counterclaim or other defense, the full amount of all obligations You owe Us under your agreement.

By signing below, You acknowledge that You have reviewed, understand, and accept this Agreement.

Name

Signature

Date

Contract Terms & Conditions

Buyer: Town of Colchester
127 Norwich Ave, Suite 202
Colchester, CT 06415

Seller: Dime Oil Co LLC
93 Industry Lane
Waterbury, CT 06704

This agreement dated January 5, 2023, by and between Dime Oil Co LLC (“seller”) and the Town of Colchester (“buyer”) is subject to the Terms and Conditions listed herein, and Seller agrees to sell to Buyer, and Buyer agrees to purchase and receive from Seller, the following quantities of the following Product(s), under the Payment Terms, during the Delivery Period of July 1, 2023 to June 30, 2024, and at the Price(s), and Delivery Location(s) with their respective individual allocations specified below.

Location	Address	Product	Price	Allocation
Senior Center	95 Norwich Ave	Heating Oil	\$3.1238	19,000
Youth Center	40 Norwich Ave	Heating Oil	\$3.1238	
Colchester Fire Co #1	52 Old Hartford Rd	Heating Oil	\$3.1238	
Colchester Fire Co #2	424 Westchester Rd	Heating Oil	\$3.1238	
Historical Museum	24 Linwood Ave	Heating Oil	\$3.1238	
Cragin Memorial Library	8 Linwood Ave	Heating Oil	\$3.1238	
Prospect Hill Pump Station	31 Prospect Hill Rd	Heating Oil	\$3.1238	
Town Hall	127 Norwich Ave	Heating Oil	\$3.1238	
Highway Department	300 Old Hartford Rd	Diesel Fuel	\$3.2406	26,000
Highway Department	300 Old Hartford Rd	87 Oct Gasoline	\$2.7319	33,000
Total #2 Heating Oil Purchased:				19,000
Total Ultra Low Sulfur Diesel Purchased:				26,000
Total 87 Octane Gasoline Purchased:				33,000

Payment Terms: Net 30 Days.

1. Taxes: All prices are exclusive of taxes. Currently, the following taxes are applicable to fuel oil purchases by municipalities. The NORA (National Oilheat Research Alliance) Assessment of \$0.0020 cents per gallon applies to purchases of fuel oil used for heating. The LUST tax (Leaking Underground Storage Tank) at \$0.0010 cents per gallon and the Spill Recovery fee of \$0.0021 both apply to #2 Heating Oil, Diesel Fuel and Gasoline. Effective 1/1/23 the Superfund tax will be re-instated as part of the Inflation Reduction Act at the following rates: \$0.0039 cents per gallon on Heating Oil and Diesel fuel and \$0.00351 cents per gallon on Gasoline. The CT Gross Receipts tax, currently only applicable on gasoline, is at an effective rate of 8.814% of the total sale. Any tax, or governmental charge or increase thereof now due or hereafter imposed and assessed to Dime Oil thereof due to purchasing, selling, or delivering the product such as, but not limited to Sales Tax, Use Tax, Excise Tax, Gross Receipts Tax, and Superfund Tax, may at Dime Oil Companies option, be added to the purchase price. The Town of Colchester shall provide federal and state tax identification numbers and shall complete exemption certificates before the commencement of this contract.
2. Dime Oil reserves the right to refuse delivery to any tank and/or location, which, in its sole discretion is deemed unsafe by an employee of Dime Oil. Deliveries will only resume once the problem is resolved and the tank is again deemed safe for delivery.
3. Payment: Payment terms are net 30 days. If payments are received later than 30 days from the date of delivery, finance charges may be assessed at a rate of 1% per month plus collection fees if necessary. In the event payment is not received from the Town of Colchester in accordance with the terms provided herein, payment in full of any obligations of Buyer to Seller shall be given by Buyer before further deliveries are made. The Town of Colchester hereunder shall give Seller upon requesting advance payment or security satisfactory to Seller if payments are not

made within the specified terms listed above and Seller may withhold deliveries until such payment or security is received.

4. If a location on "will call" status (non-automatic), should either require a same day delivery, or requests a delivery scheduled outside of our normal working hours, Dime Oil reserves the right to add a surcharge for the cost of providing an emergency delivery if one is requested.
5. Delivery: Diesel fuel and gasoline purchases will be delivered in approximately equal amounts prorated over contract periods. Fixed price on Heating Oil will remain in effect at the established price per gallon ratable per month by degree day for the individual delivery location for all product up to the contract amount during the period of July 1, 2023 through June 30, 2024. Buyer will be granted a +0% variance in allocation coverage for the delivery period specified and a -2% for gallons not consumed.
6. Buyer agrees to pay Seller the price established above for the indicated delivery location for all products up to the contract or allocation amount. If gallons actually purchased exceed 100% of gallons allocated for the respective delivery location as listed above, the Seller reserves the right to offer one or all of the following options:
 - a. All overage will be billed at a differential price of .0989 per gallon plus the New Haven average quotation for Reseller Rack Prices as published daily in the Oil Price Information Service "OPIS" for the date of delivery.
 - b. Extend the fixed price contract at the same terms and conditions.
 - c. Renegotiate a fixed price based on the current market conditions.

If gallons actually purchased are less than 98% of gallons allocated for the respective delivery location as listed above, the Seller reserves the right to offer one or all of the following options:

- a. Extend the fixed price contract at the same terms and conditions until the actual gallons used are at least 98% of the respective quantities allocated above.
 - b. Terminate the contract.
 - c. Buyer will purchase the quantity not used at the price per gallon quoted in the bid. Seller shall have no obligation to deliver the actual volume not consumed by purchaser within the contract period.
 - d. If the buyer fails to consume the un-lifted volume, the Town of Colchester will pay Dime Oil Company reasonable liquidated damages for such deficient lifting's. This fee shall not be construed as a penalty, but a deficiency fee equal to the difference between the aggregate purchase price for the un-lifted volume and the lowest OPIS posting for the month(s) with un-lifted volumes. Dime Oil Co shall not be entitled to any amounts from buyer if the lowest OPIS posting is greater than the fixed price contract rate per gallon.
7. Force Majeure: Seller shall not be responsible for damages caused by delay or failure to perform, in whole or in part, hereunder or noncompliance with any of the terms hereof when such delay, failure or noncompliance is attributable to acts of God, strikes, lockouts, fires, floods, storms, explosions, embargoes, acts or compliance with requests of any governmental authority without regard to legal validity, war conditions, acts of terrorism, accidents, delays in transportation, any allocation program or rationing or priorities in effect pursuant to governmental direction or request or instituted in cooperation with any governmental authority, or other cause beyond control of the Seller whether or not similar to those enumerated.
 8. The Town of Colchester is required to give Dime Oil Company notice of changes to tank sizes, removal of tanks, and/ or construction near where tanks are to be serviced. If quantities used at listed locations should change drastically where it would greatly impact the scope of the contract it may be subject to additional delivery fees. Demurrage charges may also be assessed should a driver be delayed or unable to make a delivery due to snow, ice, parked vehicles or debris near or covering the fill area.
 9. End of Year Deliveries: By initialing below the Town of Colchester must specify if they will require their fuel oil tanks topped off to approximately 90% of capacity during the month(s) of May and or June. This information is necessary so that we may secure sufficient quantities of heating oil and or diesel fuel for May and or June 2024 at the contract price per gallon. If no response is indicated below regarding this matter prior to purchases for this contract it will be assumed that May and June fuel will be purchased according to either a degree day heat curve for #2 heating oil or for diesel and gas it would be your average monthly allotment. Degree day heat curve is

defined as 4% of your total allotment for May and 2% of your total allotment for June. Average Monthly allotment is defined as 10% of your total allotment for May and 6% of your total allotment for June.

10. Fixed price contracts reflect market conditions at time of order. These prices are based on the New York Mercantile Exchange or NYMEX. Prices on the NYMEX are extremely volatile. Price will remain firm for allocated contract gallons once both the seller and the buyer have signed a copy of this contract.
11. No delay or omission on the part of the Seller in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Seller, nor shall any delay, omission or waiver on any one occasion(s) be deemed a bar to or waiver of the same or any other right on any future occasion(s) of any portion of this agreement. Other conditions may apply.
12. Buyer acknowledges that they have had a reasonable opportunity to read and have read and understood the terms and conditions of this Agreement.

Acceptance of Contract Terms and Conditions

Buyer: Town of Colchester

Seller: Dime Oil Co LLC

Signature: _____

Signature:  _____

Title: _____

Title: Manager

Name: _____

Name: Tracy Cyr

Date: _____

Date: 1/11/2023

In regards to section 9, End of Year Deliveries: Please indicate if your municipality would like to have contract rate oil placed in reserve for tank top off's at the end of the contract period during the months of May and June.

For #2 Heating Oil please indicate YES / NO if the Buyer wishes to have all tanks topped off at the contract rate during May and or June of 2024. _____ Initial

For Ultra Low Sulfur Diesel fuel please indicate YES / NO if the Buyer wishes to have all tanks topped off at the contract rate during June of 2024. _____ Initial

Please note that any municipality that elects to not top off at the contract rate could still fill their tanks next May / June 2024, only the price may be at a differential rate per gallon over the New Haven Harbor Low.

RE: Wash Bay Funding

Debbie Kratochvil <dkratochvil@colchesterct.gov>

Mon 1/9/2023 12:06 PM

To: First Selectman <selectman@colchesterct.gov>

Cc: Steve Sharpe <fleet@colchesterct.gov>

I would suggest Capital Reserve. Does this still have to go through the BOF for approval? If so, is it on their agenda for this week?

Debbie Kratochvil

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

From: First Selectman <selectman@colchesterct.gov>

Sent: Sunday, January 8, 2023 12:07 PM

To: Debbie Kratochvil <dkratochvil@colchesterct.gov>

Cc: Steve Sharpe <fleet@colchesterct.gov>

Subject: Wash Bay Funding

Hi Debbie,

On Thursday, the BOS approved awarding the bid for the Wash Bay but debated the funding source. Between undesignated fund balance and capital reserve, where do you think the town should take the money for the wash bay?

Sincerely,

Andreas



October 3, 2022

Ms. Pamela Minella, Supervisor
Town of Colchester Water Department
127 Norwich Avenue
Colchester, CT 06415
Email: pminella@colchesterct.com

Re: Proposal for Professional Services Prepare Contract Documents and Technical Specifications for Recoating and Improvements to 1,000,000 gallon Water Storage Tank, Highland Farms, Colchester, CT

Dear Ms. Minella:

As recently discussed, Lenard Engineering, Inc. (LEI) was acquired by Haley Ward Inc., a 170 person Engineering – Surveying – Environmental firm headquartered in Bangor, ME. Our Glastonbury office and staff remains intact, and I will continue to manage all Colchester Water Department projects from this office. We will continue operating as Lenard Engineering, Inc, a Division of Haley Ward.

LEI - Haley Ward is pleased to provide this proposal for your review and acceptance.

SCOPE OF SERVICES

As discussed, the 1,000,000 gallon (50' Diameter, 72' Tall) Highland Farms standpipe is in need of repainting and general upgrades to conform with OSHA safety standards. The most recent Liquid Engineering report dated February 8, 2021 recommended complete removal and replacement of the interior and exterior coating systems. There was no mention of paint testing for the absence or presence of lead or chromium.





Task 1 | Obtain Past Construction Plans / Inspection Reports / Maintenance Reports for the 1,000,000 gallon Highland Farms tank.

Task 2 | Retain a NACE Certified Inspector to collect paint chip samples from the exterior tank coating, and analyze these for the presence of lead and chromium.

Task 3 | Based on the results of both the Liquid Engineering inspection report and the paint chip analysis, prepare a set of Technical Specifications and Contract Documents that the Town can use for Public Bidding, and to construct the tank.

Task 4 | Approvals – LEI will prepare the DPH General Application Form and submit our design plans and technical specifications to the DPH Drinking Water Section for review and approval. We will attend up to one meeting with them, either virtual or in person, to discuss the project. We will make one set of plan and specification revisions, based on written comments received.

Task 5 | Deliverables- LEI will provide the Town of Colchester with final Technical Specifications, and Contract Documents ready for public bidding. We will provide you with both paper and PDF copies, for your use in reproducing these documents for bidding.

Task 6 | Prepare DPH DWSRF Compliant Contract Documents and Obtain Engineering Approvals (Optional)- If Colchester decides to construct this project with DPH Drinking Water State Revolving Fund (DWSRF) money, we will need to make significant upgrades of the front-end bid documents for the State to approve the project. We will also assist the Town in preparing the necessary DWSRF paperwork.

Task 7 | Prepare DWSRF Funding Application (Optional) - Prepare a DWSRF Funding Application and a Preliminary Engineering Report, in an attempt to obtain DWSRF Funding for this project.

Task 8 | Service during Bidding and Construction (Optional) - If requested, LEI can provide a separate proposal to provide services during bidding and services during construction.

COMPENSATION

We propose to undertake Tasks 1 – 5 from the above Scope of Service for the **lump sum project fee of \$9,550.00**, broken down as follows:

- 1) Obtain and Review Past Records - \$ 500
- 2) Retain NACE Certified Inspector, Collect and Test Paint Chips - \$ 800
- 3) Prepare Technical Specifications and Bid Documents- \$ 7,000
- 4) Submit DPH Approval Package- \$ 750
- 5) Provide Deliverables to Town- \$ 500



If requested, we can also complete Tasks 6 and 7 as follows:

- 6) Upgrade Contract Documents to DWSRF Package- \$ 1,500
- 7) Prepare DWSRF Funding Application and Preliminary Engineering Report - \$ 2,000

This fee includes labor, report preparation, and reimbursable expenses. Costs for this project will be invoiced monthly, based upon the work completed during the invoice period.

Not included in this proposal are engineering services during bidding or construction, which can be submitted at a later date if requested.

AUTHORIZATION

If this proposal is acceptable to you, please sign in the approval block and return a signed copy for our files. LEI / Haley Ward is prepared to initiate work on this project upon receipt of a signed copy of this proposal. Out of scope services will not be performed without your prior written approval. Furthermore, your authorization will signify your acceptance of the attached Terms and Conditions.

If you have any questions concerning this proposal or if additional services are needed, please contact either of the undersigned at (860) 659-3100. We appreciate this opportunity to be of service to you.

Sincerely,
LEI / Haley Ward, Inc.

James E. Ericson, PE
Senior Project Manager / Regional Manager

Jee
Enc.

Acceptance and Authorization to Proceed on behalf of "company":

Signature: _____ Billing Address: _____

Printed Name: _____ City/State/ZIP: _____

Date: _____ Email (Optional): _____

Phone: _____ Fax: _____

70 foot water tank - engineering services

Stephen Coyle <scoyle@colchesterct.gov>

Thu 1/5/2023 10:52 AM

To: First Selectman <selectman@colchesterct.gov>

Cc: Pam Minella <pminella@colchesterct.gov>

 3 attachments (600 KB)

Minutes 2023-01-03 meeting.rtf; LEI proposal for 1,000,000 gal Highland Farms Tank 10-3-22.pdf; ARPA Application.pdf;

Hi Andreas,

At the January 3, 2023 Sewer and Water commission meeting, the commission voted to request approval of a contract with our engineering firm for work on the 70-foot water tank. Recall that this is the Highland Farms tank that was discussed at the Joint BOS-ARPA meeting on December 5, 2022.

Please put this on the next Board of Selectmen agenda as time is of the essence. The ARPA subcommittee wants to finish by the end of February. Also, the bi-partisan Infrastructure Law cutoff for 2024 projects is March 31, 2023.

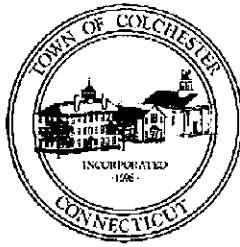
Attached are the minutes of our meeting as well as the engineering proposal. Also, the ARPA application is included for your reference.

Regards,

Stephen Coyle,

Chairman,

Colchester Sewer and Water Commission



Colchester Sewer and Water Commission **Special Meeting Minutes**

MEETING: 3 January 2023
TIME: 7:00 p.m.
LOCATION: Town Hall

1. Meeting called to Order at 7:23 PM by Chairman Stephen Coyle
2. Attending: S Coyle, R. Peter, R Silberman, G LePage, P. Minella – Interim Water Supervisor
3. Motion made by R. Peter to recommend that the Board of Selectmen approve the contract proposal from LEI/Haley Ward, Inc. (formerly Lenard Engineering) for professional services, provide design plan, technical specifications, and contract documents for recoating and improvements to the 70-foot, 1,000,000 gallon water tank at Highland Farms. The contract amount is for up to \$13,050. Motion seconded by R. Silberman. Approved unanimously.
4. Motion to adjourn made by R. Silberman, Second by R. Silberman. Motion carried unanimously.
Meeting adjourned at 7:36.

Video Retention Schedules

Ryan DelMastro <rdelmastro@novusinsight.com>

Thu 1/12/2023 11:05 AM

To: First Selectman <selectman@colchesterct.gov>

Hi Andreas,

I'm following up to recap some of our recent conversations about how municipalities should handle security camera systems in relation to retention schedules and FOIA requests.

Regarding retention policies, I checked with some of our other clients and there doesn't seem to be much consistency with how retention settings are configured. In most cases, the camera vendor installs the equipment using a default configuration. This is usually a similar retention schedule to what Colchester currently has where old footage is overwritten to make room for new data. As discussed with Matt Ritter from Shipman and Goodwin, Colchester should align their policy to the state library municipal retention guidelines.

In regards to potential savings associated with limiting the amount of retained data, Colchester would not see immediate savings by adjusting their current retention schedule. However, if a new policy were to be implemented it would give your vendor a better idea on how much storage you actually require. This will allow them to properly "size" a new system as the current hardware reaches end-of-life.

Concerning FOIA requests for security camera footage, the Town should consider when it's appropriate to share this type of information. Doing so could potentially pose a security risk as outlined in the article linked below.

<https://hlerk.com/security-footage-exempt-from-disclosure-under-foia-as-a-security-measure/>

Similarly, the Town should be cautious of sharing information related to configuration of the camera system, including hardware or software being used in the environment. This type of information can be used to find and exploit vulnerabilities in systems or provide an attacker with a way to compromise the system. Always consult legal counsel to ensure that responses to requests do not inadvertently expose sensitive information or violate privacy rights.

Please let me know if you have any questions,
Ryan

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