

## February 2nd Meeting

Michael Dubreuil <dubreuilm@gmail.com>

Mon 1/30/2023 10:28 PM

To: First Selectman <selectman@colchesterct.gov>; Denise Turner <dturner@colchesterct.gov>; Deborah Bates <dBates@colchesterct.gov>; Rosemary Coyle <rcoyle@colchesterct.gov>; Jason LaChapelle <jLaChapelle@colchesterct.gov>

Cc: Senior Center Building Committee <seniorcenterbuildingcommittee@colchesterct.gov>

To the Board of Selectmen,

I wanted to reach out prior to the February 2nd vote on signing the senior center construction contract. One item that I think is extremely important to address prior to the vote would be a presentation of the current building budget. The town is about to consume 90% of that budget. Once that contract is signed the town is an obligee to a Payment Bond for \$8.625 million. The citizens should be shown that this is a responsible decision.

However, I'm going to prepare as if an updated budget will not be given. I'm going to give you my first draft for citizens' comments now. You can read it below. I may make some minor tweaks, and really hope the budget gets attached to the agenda. Then I could make major changes for a more objective discussion of the finances. However, I also feel like I've made many factual points over the weeks; and facts just aren't resonating. So this is more of an appeal to emotion and ideology.

- Mike

First draft of my planned February 2nd Citizens Comment:

In the most recent Senior Services Strategic Plan the team committed to embracing certain values. I'm going to highlight two of those values tonight: Fiscal Responsibility and Respect for All. I would suggest that anyone who embraces those values wouldn't support signing the construction contract tonight.

Three months ago the Building Chair appeared at this meeting saying the town couldn't sign the contract until we had an additional \$976 thousand dollars in the budget. He knew his budget and he knew it was inadequate to move forward. Where's that budget now? Why don't we have an updated budget for tonight's meeting? It's the height of fiscal irresponsibility to write a check when you don't know the balance of your account. That's what we're here to do tonight- fiscally irresponsible things. Writing a check when the town won't show you the budget, when the Building Chair knows his budget can't afford it.

Now you might not be persuaded by Fiscal Responsibility and think we can afford that check... This is a popular project and we support our seniors. OK. This is when that second value becomes so important, "Respect For All". You might support additional money for the project, but you have NO IDEA if the citizens support it. We know this project will cost more money than what was passed at referendum. No one has the authority to make the decision for the citizens to spend more on this project; not the Board of Selectmen- NO ONE. The only way to respect everyone is by going to a supplemental referendum.

If you share Senior Services values of Fiscal Responsibility and Respect for All, there's no way you support tonight's vote.

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## First Selectman

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**From:** Katherine Paquette <kpaquette21@gmail.com>  
**Sent:** Friday, January 27, 2023 6:48 AM  
**To:** Jason LaChapelle; Deborah Bates; Denise Turner; Rosemary Coyle; First Selectman  
**Subject:** Citizens Comments-please include in following BoS meeting packet

Good morning.

Please submit the following letter in next BoS meeting packet. This email is expected to replace the one sent yesterday. Thank you.

Hoping you are all well and thank you for your volunteer efforts in navigating our bucolic town through this current town leadership.

I am requesting that the Board of Selectmen please volunteer an official to ensure the posting of the agenda at least 48 hours prior to meetings, as there appears to be a pattern posting of agendas last minute, which affects our ability to prepare for meetings.

Additionally, I am also requesting that this volunteer please ensure that audio files are posted in a timely manner. Perhaps including each email effort to First Selectman's Office prompting his office to post agenda and audio files in the agenda packet.

As you all know, it took months for the CORE commission to make public 8/17/2022 audio file. Lack of consistency in posting these audio files affects our ability to reflect on meetings, especially when we are unable to be present. It's also interesting that 1/23/2023 BoS meeting has been posted but 1/19/2023 has still not been posted.

I do not intend to convey that I have all the solutions for improving the flow of information prior to and after meetings but am feeling very disappointed with the negligent provision of tax-payer relevant information. It is reminiscent of when our First Selectman refused to post or even share a glimmer of faith-restored impressions by vote outcome recount results in January 2022. As you are all well aware, First Selectman Andreas Bisbikos would allude to Democrat malfeasance regarding vote outcomes during Board of Selectmen meetings but there proved to be no significant vote outcome differences. This is a point of celebration for any law abiding and believing citizen. It should have been celebrated.

I am pleading with the BoS that you please help the First Selectman's Office ensure that all expected documentation be posted in a timely manner.

Thank you

Katherine Paquette

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9:02

17 Messages

< Inbox

CORE August recording /



Denise Turner

To: Katherine, Shawn & 8 more... >

Thank you Kayla.

***Denise M. Turner***

On Friday, December 2, 2022 at 09:06:56 AM EST  
Fortier <[kfortier@colchesterct.gov](mailto:kfortier@colchesterct.gov)> wrote:

Hello,

I am responding to this email on behalf of  
Town Clerks office.

The audio file was indeed uploaded to the  
website on 8/19/22 so that is why it shows  
date. The reason it was not viewable to the  
public, which I did not know until I viewed  
audio from a non-town computer, is that  
because we use SharePoint to save the  
and to generate a link, we (users of SharePoint)  
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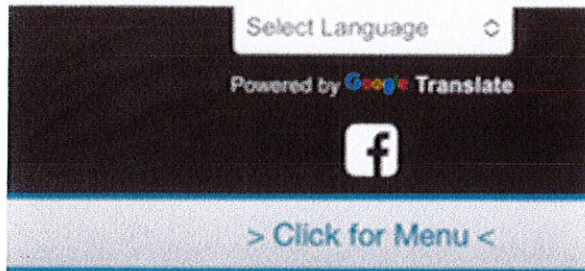
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P.S I went into each audio file to ensure it was viewable to the public and it looks like all links are correct up until today.

*Kayla Fortier*

Assistant Town Clerk

9:47



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## Meeting Audio File

### 2023 Meetings:

- [Board of Selectmen Special Meet](#)  
[ARPA Ad-Committee Regular Meeting](#)  
[January 23, 2023](#)
- [Board of Selectmen Special Meet](#)  
[ARPA Ad-Committee Regular Meeting](#)  
[January 9, 2023](#)
- [ARPA Ad-Hoc Committee: Regular Meeting](#)  
[January 9, 2023](#)
- [Special Meeting](#)  
[January 5, 2023](#)

Sent from my iPhone

## First Selectman

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**From:** Katherine Paquette <kpaquette21@gmail.com>  
**Sent:** Thursday, January 26, 2023 9:10 AM  
**To:** Jason LaChapelle; Deborah Bates; Denise Turner; Rosemary Coyle; First Selectman  
**Subject:** Citizens comment - please include in upcoming BoS meeting agenda

Good morning.

Hoping you are all well and thank you for your volunteer efforts in navigating our bucolic town through this current town leadership.

I am requesting that the Board of Selectmen please volunteer an official to ensure the posting of the agenda at least 48 hours prior to meetings, as there appears to be a pattern posting of agendas last minute, which affects our ability to prepare for meetings.

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Thank you

Katherine Paquette

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**Denise Turner**

To: Katherine, Shawn & 8 more... >

Thank you Kayla.

***Denise M. Turner***

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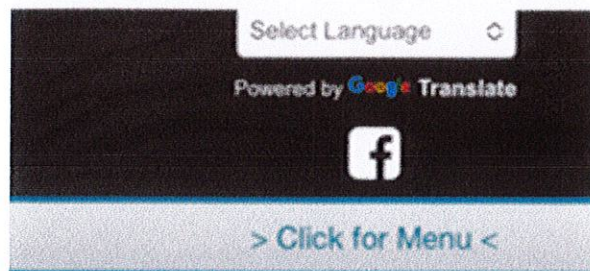
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*Kayla Fortier*

Assistant Town Clerk

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January 9, 2023
- [ARPA Ad-Hoc Committee: Regular Meeting](#)  
January 9, 2023
- [Special Meeting](#): January 5, 2023

Sent from my iPhone

**From:** Contact form at Colchester CT <cmsmailer@civicplus.com>  
**Sent:** Tuesday, January 17, 2023 7:04 PM  
**To:** Andreas Bisbikos  
**Subject:** [Colchester CT] Senior Center Project (Sent by Roberta Avery, roberta.avery@snet.net)

Hello abisbikos,

Roberta Avery ([roberta.avery@snet.net](mailto:roberta.avery@snet.net)) has sent you a message via your contact form (<https://www.colchesterct.gov/user/30/contact>) at Colchester CT.

If you don't want to receive such e-mails, you can change your settings at <https://www.colchesterct.gov/user/30/edit>.

Message:

Dear Senior Building Committee, Board of Selectmen, and Board of Finance,

I notice there are several options on the table for our new Senior Center. PLEASE, PLEASE, PLEASE do make a decision.

I am now a senior and would like to have this project completed before I am to elderly a person who is unable to partake in the many opportunities this new building will provide.

I ask you to agree to fully fund this project even if we must go back to the voters for the additional costs. As you know it will only cost more in the future.

Please move quickly.

Sincerely,  
Roberta Avery  
78 Northern Blvd.  
Colchester, CT 06415  
860-608-4628

Please note I am a member of the Colchester Commission on Aging and a taxpayer of Colchester for over 47 years.

Roberta Avery [roberta.avery@snet.net](mailto:roberta.avery@snet.net)

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## First Selectman

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**From:** Michael Dubreuil <dubreuilm@gmail.com>  
**Sent:** Tuesday, January 17, 2023 4:19 PM  
**To:** First Selectman  
**Cc:** Rosemary Coyle; Deborah Bates; Denise Turner; Jason LaChapelle; Senior Center Building Committee  
**Subject:** Senior Center Building Budget Problems

To the Board of Selectmen,  
Please include this email in correspondence for the next meeting discussing the Senior Center building.

Earlier this year I had received via FOIA the January 9, 2023 Senior Center Building Project budget spreadsheet. Since then I have been performing some forensic accounting. I did this by comparing the spreadsheet with the meeting minutes. I have discovered the following issues:

1. The Design and Estimating Contingency Budget is negative. (Munis # 30054780-61411)
2. The adjustments tab includes many incorrect dates for transfers. Sometimes the date is consistent with when a motion was passed, sometimes it is presumably when it was incorporated into the spreadsheet, and occasionally it's completely wrong.
3. The Bendas Gift was added to the budget via a contingent motion, and removed from the budget without a motion or comment.
4. On the Budget Tab, in the Budget Adjustments column, the value for Construction Manager GMP is entered manually, and not calculated from a formula. This makes this value unreliable, and potentially incorrect.

The Building Committee should review the items below and correct any deficiencies.

Thank you,  
Michael Dubreuil  
180 Woodbine Rd, Colchester, CT

Here are my comments to the Adjustments Tab:

- Owner's Contingency
  - The 12/12/22 transfer of \$200k should be documented as 12/1/22, the date of the motion.
- Project Manager/Owner's Rep
  - No Comment
- Design and Estimating Contingency
  - The 10/12/22 transfers should be documented as 12/1/22, the date of the motions.
  - One transfer is documented as \$217,488; however, the meeting minutes document the amount as \$219,505 (and minutes were approved on December 13, 2022).
    - This causes this budget line item balance to be negative (\$2,017)
- Utility Connection Fees
  - The 10/12/22 transfer of \$107,500 should be documented as 12/1/22, the date of the motion.
- Construction Manager GMP
  - The 10/12/22 transfer of \$217,488 should be documented as 12/1/22, the date of the motion. This also carries the problem from the Design and Estimating Contingency which actually documents the amount as \$219,505.
  - The 10/23/22 transfer of \$2,017 should be documented as 12/1/22, the date of the motion.
  - All other transfers that occurred on 12/12/22 should be documented as 12/1/22, the date of the motions.
  - At the 12/1/22 meeting there was a motion to add the Bendas gift of \$575,000 to this line item, contingent upon Board of Selectmen approval.
    - In general, I don't think we should be adding contingent funds to the budget. This is because the January 9, 2023 budget (that I was able to FOIA) has the Bendas gift removed. There is no motion that removed the contingent amount or comment. This makes following what is happening, very confusing.

- State Building Permit
  - The 10/23/22 transfer of \$2,017 should be documented as 12/1/22, the date of the motion.
- Town Insurance Builder's Risk
  - The 12/12/22 transfer of \$12,500 should be documented as 12/1/22, the date of the motion.
- FFE
  - The 12/12/22 transfer of \$200,000 should be documented as 12/1/22, the date of the motion.

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## First Selectman

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**From:** Gayle Furman  
**Sent:** Monday, January 23, 2023 4:15 PM  
**To:** Board of Selectmen  
**Subject:** Fw: Congratulations on your CMC Designation

FYI

*Gayle Furman CCTC*

Town Clerk  
127 Norwich Avenue  
Colchester, CT 06415  
(860)537-7215

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**From:** Kellie Siggson <kellie@iimc.com>  
**Sent:** Monday, January 23, 2023 4:08 PM  
**To:** Gayle Furman <townclerk@colchesterct.gov>  
**Subject:** Congratulations on your CMC Designation



01/23/2023

Dear Gayle Furman, CMC:

**Congratulations!** It is my pleasure to inform you that you have fulfilled all the requirements of the Certified Municipal Clerk (CMC) Program offered by the International Institute of Municipal Clerks (IIMC) and have earned your CMC designation. Your certification package is currently in the creation phase. Education and Membership Assistant, Iris Hill will be updating you on the status of your shipment soon. Should you have any questions please reach out to Iris at [iris@iimc.com](mailto:iris@iimc.com).

The CMC is more than a pin, a certificate and three letters at the end of your name. It is a declaration that you are proficient in your important position and that you have demonstrated mastery of administrative skills critical to good government.

Please know that you also have the option of enrolling in the MMC program to become a Master Municipal Clerk (MMC) as of this date. Be sure to watch the video we have created to help you make your way through the MMC program. Check it out [here](#). Please don't hesitate to reach out to me at [kellie@iimc.com](mailto:kellie@iimc.com) if you have questions.

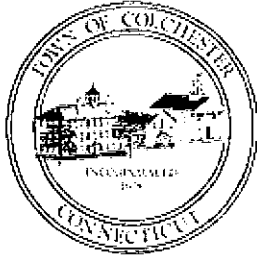
I extend my warmest congratulations to you and wish you all the best in your professional endeavors.

Kellie Siggson

Certification Manager  
IIMC Education Department

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# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Special Meeting Minutes  
Thursday, January 19<sup>th</sup>, 2023, at 7 PM  
**Hybrid:** Town Hall - Meeting Room 1 & Via Zoom

**Members Present:** A. Bisbikos (First Selectman), D. Turner, D. Bates, R. Coyle, and J. LaChapelle  
**Also Present:** A. Lago (Assistant Planner & Zoning Enforcement Officer), Sgt. Z. Cash (Resident State Trooper)

1. Call to Order – Meeting called to order at 7:01 by A. Bisbikos
2. Pledge of Allegiance
3. Correspondence
4. Citizens Comments
  - M. Dubreuil spoke about the senior center project. K. Bisbikos raised concerns about Selectman J. LaChapelle. J. LaChapelle spoke about the concerns that were raised by a citizen. A. Migliaccio spoke about Selectman J. LaChapelle and the FOI hearing. T. Rudko spoke about the FOI hearing. D. Lambert spoke about balancing the duties as an elected official and as a private citizen. J. DePaola spoke about the concerns related to Selectman J. LaChapelle.
5. Consent Agenda
  - D. Turner made a motion to move items B, C, and D from the consent agenda make them items 5.1. 2<sup>nd</sup> by D. Bates. *Motion carried unanimously 5-0*
  - 5.1 (B, C, D)
    - No action taken. A. Lago will further review items B, C, D to ensure they comply with local ordinances.
  - A. Approve the 1/5/23 Board of Selectmen Special Meeting minutes and the 1/9/23 ARPA - Board of Selectmen - Joint Special Meeting
  - B. Accept the resignation of Joseph P. Matthieu as the Blight Enforcement Officer
  - C. Accept the name change of “Blight Enforcement Officer” to “Enforcement Appeals Officer”
  - D. Possible action to appoint Bruce Hayn as the “Enforcement Appeals Officer” for a term to expire 1/25/26
  - E. Possible action to reappoint Kris Barnard to the Open Space Commission with a term to expire 3/2/2026
  - F. Possible action to reappoint William Hochholzer Jr. to the Open Space Commission with a term to expire 3/2/2026
  - G. Possible action to approve the Board of Selectmen 2023 meeting schedule as recommended by the First Selectman
  - H. Possible action to approve of the Mutual Police Assistance Compact (annual agreement)
    - R. Coyle made a motion to approve of the consent agenda (A, E, F, G, H). 2<sup>nd</sup> by D. Turner. *Motion carried unanimously 5-0*
6. Agreements

RECEIVED  
TOWN OF COLCHESTER, CT  
2023 JAN 23 PM 3:32  
GAYLE FISHMAN  
TOWN CLERK

- A. Possible action to approve of the Propane Supply Agreement between Connecticut Propane & Petroleum and the Town of Colchester for a fixed price of \$2.15 per gallon for all fuel deliveries between July 1, 2023, to June 30, 2024.
- D. Turner made a motion to approve of the Possible action to approve of the Propane Supply Agreement between Connecticut Propane & Petroleum and the Town of Colchester for a fixed price of \$2.15 per gallon for all fuel deliveries between July 1, 2023, to June 30, 2024. 2<sup>nd</sup> by R. Coyle. ***Motion carried unanimously 5-0***
- B. Motion to approve of the agreement between Dime Oil Co LLC and the Town of Colchester for the fixed price of heating oil at \$3.1238 per gallon for 19,000 gallons, the fixed price of diesel fuel at \$3.2406 per gallon for 26,000 gallons, and the fixed price of gasoline at \$2.7319 per gallon for 33,000 gallons for the fuel deliveries taking place between July 1, 2023, to June 30, 2024
- D. Bates made a motion to approve of the agreement between Dime Oil Co LLC and the Town of Colchester for the fixed price of heating oil at \$3.1238 per gallon for 19,000 gallons, the fixed price of diesel fuel at \$3.2406 per gallon for 26,000 gallons, and the fixed price of gasoline at \$2.7319 per gallon for 33,000 gallons for the fuel deliveries taking place between July 1, 2023, to June 30, 2024. 2<sup>nd</sup> by D. Turner. ***Motion carried unanimously 5-0***
- C. Motion to 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 in an amount not to exceed \$13,050
- D. Turner made a motion to 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 in an amount not to exceed \$13,050. 2<sup>nd</sup> by D. Bates. ***Motion carried 4-0-1, with an abstention from J. LaChapelle***

7. Wash Bay

- A. 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 capital reserve.
- R. Coyle made a motion for the Board of Selectmen to make a recommendation to the Board of Finance that the amount of \$24,200 is appropriated out of capital reserve for the wash bay ceiling. 2<sup>nd</sup> by D. Bates. ***Motion carried unanimously 5-0***

8. Possible Appointments

- A. Possible action to appoint Alexis Devlin to the Open Space Committee with a term to expire 3/5/26
- R. Coyle made a motion to appoint Alexis Devlin to the Open Space Committee with a term to expire 3/5/26. 2<sup>nd</sup> by D. Turner. ***Motion carried unanimously 5-0***
- B. Possible action to appoint Sally Whipple to the CORE Commission as a member/alternate with a term to expire 1/20/25
- D. Bates made a motion to appoint Sally Whipple to the CORE Commission as a member with a term to expire 1/20/25. 2<sup>nd</sup> by D. Turner. ***Motion carried unanimously 5-0***
- C. Possible action to appoint Jillian Vinci to the CORE Commission as a member/alternate with a term to expire 1/20/25

- D. Turner made a motion to appoint Jillian Vinci to the CORE Commission as a member with a term to expire 1/20/25. 2<sup>nd</sup> by J. LaChapelle. *Motion carried unanimously 5-0*

## 9. Policies

- A. Create Purchasing Policy Work Group
- B. Appoint two members of the Board of Selectmen to the Purchasing Policy Work Group
  - J. LaChapelle and D. Turner volunteered to be part of the Purchasing Policy Work Group
- C. 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.

## 10. FOI Review

## 11. Citizens Comments

- M. Dubreuil spoke about the senior center building committee and the project. R. Avery spoke about how she expects to see the faces of BOS members at meetings. M. Rudko spoke about the FOI log. J. LaChapelle spoke the FOI hearing and his personal concerns.

## 12. First Selectman's Report

1. MLK Jr. Celebration at Cragin Memorial Library from 11 AM – 12 PM on Saturday, January 21st

Let us take inspiration from his life by reading excerpts from Dr. King's speeches and writings. The event will be hosted by the First Selectman, the CORE Commission, and Cragin Memorial Library.

### 2. A Very Special Birthday Announcement!!

On Friday, October 13th the Town of Colchester will be celebrating its 325th Birthday!!! Tiffany Quinn, our Park & Recreation Director, and I are preparing an event with many surprises!! Please mark your calendars. More details will follow as we move closer to the event.

3. Last week, the Town had conversations with the State of Connecticut DOT to expedite State project 0172-0495 which consists of installation of RRFBS (Rectangular Rapid Flashing Beacons) at various State Road Crosswalk locations throughout the State. The project includes three locations in Colchester as follows:

Route 85 (South Main Street) near Pierce Lane

Route 149 (Westchester Road) near Airline State Park Trail

Route 616 (Norwich Colchester Turnpike) at the Bacon Academy

The project will resume in April of 2023 and the work on the Three Colchester locations is anticipated to be completed soon after.

## 5. Community CPR & Stop the Bleed

The Colchester Fire Department is offering 2 classes in CPR/AED to the citizens of Colchester this month. These sessions will also include STOP the Bleed training. Classes are FREE.

Dates:

1/23 6 PM – 830 PM Monday

1/24 230 PM -5 PM Tuesday

Please call 860-537-2512 or email at [firedepartment@colchesterct.gov](mailto:firedepartment@colchesterct.gov) to register

## 6. Free COVID-19 Vaccination Clinic

Location: Colchester Town Hall (127 Norwich Ave) in Meeting Room 1

Time & Date: 9 AM – 2 PM on 1/30

## 13. Liaison Reports

- J. LaChapelle discussed the Superintendent's role in the BOE budget process. R. Coyle provided an update from the Commission on Aging with statistical updates on Meals on Wheels, transportation, monthly senior center attendance, and overall senior center membership. R. Coyle provide an update on the Public Safety Subcommittee and the next steps they are taking on the formation of a working group, which includes legal clarity on the bylaws. R. Coyle provided financial updates in relation to the senior center project via the Senior Center Building Committee meeting.

14. Adjourn – D. Turner made a motion to adjourn. 2<sup>nd</sup> by D. Bates. Meeting adjourned at 8:07 PM

Minutes submitted by F. Brown

AMERICAN RESCUE PLAN ACT AND BOARD OF SELECTMEN  
SPECIAL JOINT MEETING  
JANUARY 23, 2023  
VIA Zoom

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

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

**OTHERS PRESENT:** UHY Consultants Stacy Farber and Claire Collins, Recreation Director Tiffany Quinn, Consultant Ian Lacy, Sgt. Zachary Cash, Youth and Social Services Director Valerie Geato.

**1. CALL TO ORDER – ARPA Committee**

Chair Dave Koji called this Joint Meeting of the ARPA Committee to order at 5:35 pm.

**CALL TO ORDER – Board of Selectmen**

First Selectman Andreas Bisbikos called this Joint Meeting of the Board of Selectmen to order at 5:53 pm.

**2. CITIZENS' COMMENTS**

No comments were received.

**3. TIFFANY QUINN – PROVIDE UPDATE ON PHASE I OF THE FEASIBILITY STUDY**

Ian Lacy reviewed what the feasibility study will reveal. In the first week of December, the evaluation, performance tests and soil samples were taken. The Phase I report will be ready next week. The fields will be graded and I. Lacy feels most of the fields will be satisfactory to below standard quality. I. Lacy also looked at the position of potential wells. Aquifers, ledge, rocks, etc. will determine the location and depth needed for a well/wells.

After the Phase II report is finalized, a more accurate water need for each field will be determined. There are irrigation heads in the ground and tests will be run to see if they are still working. T. Quinn noted that the original RFP called for the same manufacturer as the schools. This will aid in training and repairs.

**Motion by:** G. Barden

to move to discussion of Item 5\* and approve the recommendation that the Selectmen fund Phase 2 and 3 at a cost of \$31,993.60.

**Second by:** J. Faski.

**Vote:** Unanimous to approve.

**\*5. FIELD FEASIBILITY PHASE 2 AND 3 – EMERGENCY VOTE**

**5.a ARPA Committee Vote**

See motion in Item 3. Approved to fund Phase 2 and 3.

**5.b Board of Selectmen Vote**

**Motion by:** R. Coyle

to approve Phase 2 and 3.

**Second by:** D. Bates.

**Vote:** Unanimous to approve.

**4. MUNICIPAL DEPARTMENT HEAD ARPA APPLICATION**

**4.a Andreas Bisbikos**

RECEIVED  
COLCHESTER, CT  
2023 JAN 25 PM 2:57  
Gayle Furman  
TOWN CLERK

AMERICAN RESCUE PLAN ACT AND BOARD OF SELECTMEN  
SPECIAL JOINT MEETING  
JANUARY 23, 2023  
VIA Zoom

- UHY Extended Contract

Discussion followed in reference to extending the contract through December 31, 2023, to track receipts and usage of funds. This item will be on the next meeting agenda.

4.b First Selectman's Presentation (Parking Lot/Police Expansion/Youth Center)

First Selectman Andreas Bisbikos gave a presentation on a proposal to renovate the 'Jack's Chevrolet' building for the Police Department and Youth Center. The parking area of this building is being offered to the Town for parking during events on the Town Green. This would combine the ARPA money requested for the Police Department renovation and the Youth Center relocation and include the food bank.

**5. FIELD FEASIBILITY PHASE 2 AND 3 – EMERGENCY VOTE**

5.a ARPA Committee Vote

See motion in Item 3. Approved to fund Phase 2 and 3.

5.b Board of Selectmen Vote

See motion above where Item was moved up in the agenda.

D. Mizla left meeting at 6:59 pm.

J. Faski left meeting at 7:03 pm.

S. Soby left the meeting at 7:05 pm.

**6. APPROVE JOINT MEETING MINUTES**

The minutes of the previous joint meetings will be on a future agenda.

**7. CITIZENS' COMMENTS**

Clif O'Donal spoke in favor of the proposal for the dealership property.

Marli Rudko spoke about the Bendas donation being for the food bank.

Andrea Migliaccio spoke in favor of the proposal for the dealership property and about the problems at the current building for the youth center.

Ron Silberman commented on the difference of the two bids for the irrigation proposal

Bernie Dennler spoke about the merit of the dealership proposal but expressed concern with the timing.

Kassie Bisbikos stated reasons schools could not be used for youth activities.

K. Kardys spoke about other options for the youth center.

**8. ADJOURNMENT – ARPA Committee**

**Motion by:** J. Faski

to adjourn.

**Second by:** M. Młodzinski

AMERICAN RESCUE PLAN ACT AND BOARD OF SELECTMEN  
SPECIAL JOINT MEETING  
JANUARY 23, 2023  
VIA Zoom

**Vote:** Unanimous to adjourn.

Chair Koji adjourned this meeting at 7:36 pm.

**ADJOURNMENT – Board of Selectmen**

**Motion by:** R. Coyle  
to adjourn.

**Second by:** J. LaChappelle

**Vote:** Unanimous to approve

First Selectman Bisbikos adjourned this meeting at 7:36 pm.

Respectfully submitted,

Mary Jane Slade  
Clerk



# Memo

To: Board of Selectmen  
From: Valerie Geato, Youth and Social Services Director  
Date: January 24, 2023  
Re: Appointment of Youth First Coalition/Advisory Board members

---

At the January 2023 meeting of the Youth First Coalition/Youth Services Advisory Board, members agreed to recommend to the Board of Selectmen the following member be appointed as board member and Secretary:

1. Janet DePratti

The appointed member agrees and would like to join the Board for a full term.

# **Town of Colchester/Senior Center**

**95 Norwich Ave.  
Colchester, CT 06415  
(860) 537-3911**

## **LETTER OF AGREEMENT**

### **CONTRACT FOR PROFESSIONAL SERVICES BY & BETWEEN THE TOWN OF COLCHESTER SENIOR CENTER AND Anne Beauregard, For Exercise with Anne**

<b>Name/Location</b>	<b>Time Period</b>	<b>Instructor</b>	<b>Hourly Rate</b>
Senior Center	2/1/23-6/30/23	Anne Beauregard	\$35 Exercise

1. The contractor agrees to provide professional exercise instruction with the specifications contained in the "Scope of Services" listed below.
2. Compensation to the contractor shall be at the rate of \$35 per session for exercise with a five person minimum per class. The contractor shall be paid at the conclusion of each 2 week period, and shall be responsible for submitting invoices on a bi-weekly basis. Checks will be issued after invoices are received and approved. Invoices will be processed for payment no earlier than 2 weeks after the program has started. Please allow 3 weeks for initial processing.
3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitudes be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the town.
4. If it is deemed necessary, the senior center director/acting director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The senior center director/acting director also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town of Colchester such as but not limited to: vacation, sick leave,

insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal and state income tax information, as well as quarterly Social Security payments as a self-employed individual.

6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester from any and all claims for demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.
7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance and current CPR and First Aid Certificates for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
8. A scheduled meeting with the program assistant prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center program assistant at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

---

Andreas Bisbikos, First Selectman

Date

---

Anne Beauregard, Independent Contractor

Date

# **Town of Colchester/Senior Center**

**95 Norwich Ave.  
Colchester, CT 06415  
(860) 537-3911**

## **LETTER OF AGREEMENT**

### **CONTRACT FOR PROFESSIONAL SERVICES BY & BETWEEN THE TOWN OF COLCHESTER SENIOR CENTER AND Anne Beauregard, Sittercize Instructor**

<b>Name/Location</b>	<b>Time Period</b>	<b>Instructor</b>	<b>Hourly Rate</b>
Senior Center	2/1/23-6/30/23	Anne Beauregard	\$35 Sittercize

1. The contractor agrees to provide professional exercise instruction with the specifications contained in the "Scope of Services" listed below.
2. Compensation to the contractor shall be at the rate of \$35 per session for sittercize with a five person minimum per class. The contractor shall be paid at the conclusion of each 2 week period, and shall be responsible for submitting invoices on a bi-weekly basis. Checks will be issued after invoices are received and approved. Invoices will be processed for payment no earlier than 2 weeks after the program has started. Please allow 3 weeks for initial processing.
3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitudes be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the town.
4. If it is deemed necessary, the senior center director/acting director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The senior center director/acting director also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town of Colchester such as but not limited to: vacation, sick leave,

insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal and state income tax information, as well as quarterly Social Security payments as a self-employed individual.

6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester from any and all claims for demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.
7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance and current CPR and First Aid Certificates for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
8. A scheduled meeting with the program assistant prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center program assistant at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

---

Andreas Bisbikos, First Selectman

Date

---

Anne Beauregard, Independent Contractor

Date

**Town of Colchester/Senior Center**  
**95 Norwich Ave.**  
**Colchester, CT 06415**  
**(860) 537-3911**

**LETTER OF AGREEMENT**

**CONTRACT FOR PROFESSIONAL SERVICES BY & BETWEEN THE  
TOWN OF COLCHESTER SENIOR CENTER AND  
Susan McCaffrey, Yoga Instructor**

<b>Name/Location</b>	<b>Time Period</b>	<b>Instructor</b>	<b>Pay Rate</b>
Senior Center	2/1/23-6/30/23	Susan McCaffrey	\$35 Per Session

1. The contractor agrees to provide professional yoga instruction with the specifications contained in the "Scope of Services" listed below.
2. Compensation to the contractor shall be at the rate of \$35 per session for yoga instruction with a requirement of a five person minimum per class. The contractor shall be paid at the conclusion of each two week period, and shall be responsible for submitting invoices on a bi-weekly basis. Checks will be issued after invoices are received and approved. Invoices will be processed for payment no earlier than two weeks after the program has started. Please allow three weeks for initial processing.
3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitude be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the town.
4. If it is deemed necessary, the director of senior services/acting director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The director of senior services also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town of Colchester such as but not limited to: vacation, sick leave, insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal state income tax information, as well as quarterly Social Security payments as a self-employed individual.
6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester from any and all claims for

demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.

7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
8. A scheduled meeting with the program coordinator prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center office at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

---

Andreas Bisbikos, First Selectman

Date

---

Susan McCaffrey, Independent Contractor

Date



**INDEPENDENT ELEVATOR**  
**REGULAR MAINTENANCE- TWICE A YEAR**

Town of Colchester Sewer Dept  
127 Norwich Ave  
Colchester, CT 06415

January 28, 2022  
Contract #RM-SA-101  
License # RI-475085

Attn: Pam Minella,

**Units covered under this Agreement:**  
**1 Smith and Loveless Man lift**

**Location:**  
31 Prospect Hill Rd in Colchester, CT.

**Lubrication and Examination Includes: On a Twice A Year Basis:**

- 1) Lubricate, examine, and clean equipment, in addition to evaluate equipment performance, replace emergency batteries, monitor phone and make minor adjustments to the equipment during regular routine maintenance visits.
- 2) Providing lubricants, wiping cloths and cleaners required to properly maintain equipment.
- 3) Recommendations to the purchaser for the repair or replacement of components when conditions warrant.

**Lubrication Service Exclusions:**

- 1) Servicing electrical power supply equipment including lighting, fixtures, fuses, circuit breakers, disconnects, emergency power systems, air conditioners, smoke and heat detectors with related wiring, and telephone lines.
- 2) Maintenance of cab interior, door sills, cab lighting fixtures, door panels, frames, flooring, hoistway enclosures, guide rail alignment, underground cylinders, casings and piping for hydraulic elevators, underground conduit and wiring, electrical drawings, key cylinders. (Not relevant)
- 3) The removal and disposal of water and/or hazardous waste materials from pit area.
- 4) Labor or parts for repairs of any kind, callbacks, furnishing or installing replacement parts whether replacement is due to wear, abuse or otherwise, adjustments exceeding routine maintenance allowance time. **Parts if needed, costs plus 25%.**

**Safety Tests:**

Contract #RM-SA-101

- 1) **FIVE YEAR FULL LOAD SAFETY TESTS ARE NOT INCLUDED.** Such tests may impose greater stress on the equipment than that experienced in day to day operation, we will therefore not be responsible for any resultant damage to the building structure or equipment. **ANNUAL PRESSURE TESTS ARE INCLUDED.**

**Licensed Technicians**

- 1) We will provide trained and licensed personnel to perform the service under this contract. Personnel will use all reasonable care to maintain the equipment in proper and safe operating condition.
- 2) All Technicians will carry cell phones.

**Purchaser Agrees:**

- 1) To provide a safe workplace for our employees by providing unrestricted access to the equipment, a clean machine room and pit area that are adequately lighted and free of water, stored materials and all other non-related elevator equipment as required by law. The machine room must be properly ventilated as also required by law.
- 2) To educate passengers in the proper use of the equipment, to notify Independent Elevator of operation problems, malfunctions, accidents and to remove the unit from service until Independent Elevator corrects the operation of the unit.
- 3) To notify Independent Elevator of Department of Public Safety inspection reports.
- 4) Not to permit unauthorized access into the machine room, and not to permit others to service the equipment.

**Hours of Service:**

- Independent Elevator provides service 24 hrs. a day, 7 days a week, and 365 days per yr.
- Emergency Response will be provided within one hour or less for emergency calls.
  - Service Calls will be provided on the same business day for calls reported by 1pm.
  - Regular routine maintenance visits shall be performed during regular working hours of the elevator trade 8:00a.m. to 4:30p.m. Monday through Friday, excluding holidays.
  - Maintenance visits, repairs, or service callbacks requested outside of normal working hours shall be billed at overtime rate.

**Documentation**

Contract #RM-SA-101

- 1) Time tickets documenting repair and maintenance will be prepared for each visit.
- 2) Maintenance service charts will be kept in each machine room documenting services performed.
- 3) Annual safety inspections will be performed and result documented.

**Safety Policy:**

- 1) Independent Elevator closely adheres to the safety practices and procedures referenced in the **National Elevator Industry Field Employees' Safety Handbook**.

**Work Beyond Contractor's Control:**

- 1) Independent Elevator will not be required to update, alter or modernized the existing equipment to comply with requests from insurance companies, Federal, State, Municipal and other authorities or for compliance to code updates.
- 2) The purchaser will indemnify and hold Independent Elevator Co., and its employees harmless against all claims, demands, and liabilities for damages incurred by improper use of elevator or work done by others. Including cost and reasonable attorneys fees arising from Independent's performance under this agreement.  
In performance of this contract, Independent Elevator assumes no liability on account of accidents except those directly due to its negligent acts or omissions. It is further agreed that Independent will not be liable for loss or damage from strikes storms, fire, vandalism, power failure and fluctuations, extreme variations in machine room temperature, tampering with equipment by unauthorized personnel, and any other cause beyond our control except ordinary wear and tear.

**Terms:**

- 1) This contract will be effective only after both parties have agreed to the context of this contract and both parties have signed and dated.
- 2) Either party may cancel this contract at any time during the initial term with a 60 day prior written notice.
- 3) In the event of a sale, lease, or other transfer of the equipment and/or property where the equipment is located, the purchaser agrees to procure the new owner's assumption of this agreement.

**Insurance:**

Contract #RM-SA-101

- 1) The purchaser agrees to maintain comprehensive liability injury and property damage insurance to adequately cover property damage and bodily injury claims as a result of the use or operation of the equipment described in this contract.
- 2) Independent Elevator will provide purchaser with a certificate of insurance with coverage limits acceptable to purchaser.

**Payment Terms:**

- 1) The price of our services under this agreement shall be **TWELVE HUNDRED AND 00/100 DOLLARS ( \$1,200 ) PAID 2XS A- YEAR.**
- 2) **Purchaser shall pay, in addition to the price stated, sales and/or use taxes .**
- 3) In order to continue to provide the best possible services at competitive and reasonable rates, invoices are due and payable upon receipt.
- 4) Independent may, at its option, suspend service and repairs to accounts with past due invoices until payments of the amount owing has been received.
- 5) Independent may, at its option, impose late fees and interest charges of 1.8%, or the highest legal contract rate, whichever is less, should unpaid invoices remain open for more than 30 days.
- 6) Independent may also, at its option and in writing, cancel this agreement if any payments due it are delinquent for more than 60 days. In the event of such default and termination, and if it is necessary for Independent to seek legal action to collect outstanding balances, in addition to monies owed the purchaser shall be responsible for Independent's costs and any and all reasonable attorney's fees.

**Price Adjustments:**

- 1) **This contract price will remain fixed for 1 year, after that time the price may be adjusted in accordance with the percentage increase of the elevator trade labor rates, materials used, insurance provided and other related costs.**

**Labor Rates:**

- Straight Time Rate \$255.00 (per man hour) 8 a.m. to 4:30 p.m. Monday-Friday, excluding holidays.
- Overtime Rate \$305.00 (per man hour) outside normal working hours.

**Effective Date:**

Contract #RM-SA-101

This service shall commence on (date)\_\_\_\_\_ and shall continue through to (date)\_\_\_\_\_. Either party may cancel this agreement at any time by giving the other party 60 days prior written notice. Unless terminated as stipulated above, this contract shall renew itself for a successive term on the same conditions.

**Acceptance:****Accepted by Purchaser:**

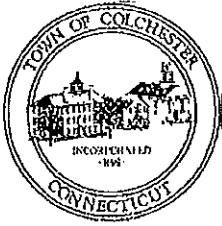
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_**Accepted by Independent Elevator Co.**Name: Tim MillerTitle: ManagerAddress: 84 Zeya Dr.Coventry CT 06238

**Independent Elevator Co**  
**84 Zeya Dr**  
**Coventry, CT 06238**

**Main Phone # 860-989-0700**  
**Fax # 888-750-8385**  
**E-Mail- [Independentelevator@charter.net](mailto:Independentelevator@charter.net)**



## ***Town of Colchester, Connecticut***

127 Norwich Avenue, Colchester, Connecticut 06415

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Andreas Bisbikos, First Selectman

ADDENDUM TO CONTRACT FOR  
PROFESSIONAL SERVICES  
COLCHESTER, CONNECTICUT  

---

ARPA PROJECT CONSULTANT

This Addendum to Agreement made this \_\_\_\_\_ day of February, 2023 between the Town of Colchester, a municipal corporation located in the County of New London and State of Connecticut, hereinafter termed "Town", and UHY Advisors, a company qualified to do business in the State of Connecticut, with an office at 6 Executive Drive, Suite 111, Farmington CT, 06032, hereinafter termed "Consultant" extends the date of the agreed upon terms and conditions, professional services, and hourly rates reflected in the Contract for Professional Services between the Town and Consultant approved by the Town Board of Selectmen on February 17, 2022 from December 31, 2022 to December 31, 2023. The amount ARPA funding for professional services between February 3, 2023, and December 31, 2023 is not to exceed \$30,000.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of February, 2023.

Signed in the Presence of:

TOWN OF COLCHESTER

\_\_\_\_\_

By \_\_\_\_\_

Andreas Bisbikos, First Selectman

\_\_\_\_\_

Signed in the Presence of:

UHY Advisors

\_\_\_\_\_

By \_\_\_\_\_

Jack Reagan, Managing Director

\_\_\_\_\_

### **3.1 Naming Facilities/Areas and Recognition**

Town facilities/areas shall be named after a person, family, organization, or commercial enterprise only under the following conditions:

- A significant investment in personal time or financial investment shall have been made to the facility/area or users of such facility/area; or
- When a significant financial contribution has been made to the Town and it specifies a specific name which must be honored if the donation is accepted and duly recorded in the Town records; or
- In general, when it is to honor a significant contribution to our state, town, or nation.
- In all instances, when an individual's name will be on a Town facility/ area it cannot be requested prior to the first anniversary of their death.

**Sponsor groups should submit their request for the naming of a Town Facility/Area to the Board of Selectmen with a valid petition signed by 100 town electors. The Board of Selectmen will review a verified petition, evaluate the request as to its meeting the requirements (bulleted above) and determine whether to send to the voters at the next November election.**

**Each year on the November election ballot such petition requests will be put out to the voters for a decision.**

The Board of Selectmen at their discretion, with a vote of eighty (80) percent of the Selectmen, may approve appropriate plaques, dedication of trees or other forms of recognition to accommodate and recognize groups and people that make significant contributions even though the facility or areas will not be named after them.

### 3.1 Naming Facilities

Town facilities/areas shall be named after a person, family, organization or commercial enterprise only under the following conditions

- A significant investment in personal time or financial investment shall have been made to the facility/area or users of such facility/area; or
- When a significant financial contribution has been made to the Town and it specifies a specific name which must be honored if the donation is accepted and duly recorded in the Town records; or
- In general, when it is to honor a significant contribution to our state, town or nation.
- In all instances, when an individual's name will be on a Town facility/area it can not be requested prior to the first anniversary of their death.

Sponsor groups should submit their request for the naming of a Town facility/area to the Board of Selectmen with a valid petition as described by State statute or Town charter, whichever takes precedent, to be put on the voting machines at the next formal election.

The Board of Selectmen at their discretion, with a vote of eighty (80) percent of the Selectmen, may approve appropriate plaques, dedication of trees or other forms of recognition to accommodate and recognize groups and people that make significant contributions even though the facility or areas will not be named after them.



## Nip Bottle Bill Disbursements - Please include on next agenda.

Rosemary Coyle <rcoyle@colchesterct.gov>

Fri 1/27/2023 10:50 AM

To: First Selectman <selectman@colchesterct.gov>; Denise Turner <dturner@colchesterct.gov>; Deborah Bates <dBates@colchesterct.gov>; Jason LaChapelle <jLaChapelle@colchesterct.gov>

I have asked Andreas to include this on our next BOS agenda. Andreas, please include my email and all attached documents in the BOS packet for discussion.

Beginning April 1, 2022, Colchester has started to receive this money (see disbursement document attached). We received two installments - one in April and one in October for a total of \$30,202.90.

I believe the BOS should establish a policy that may include the following:

1. tracks the funds that should be kept in a separate reserve account
2. establishes a process and procedures for use of the funds
3. establishes how we use the funds and how we solicit suggestions and ideas
4. anything else for use of this money from the state which may change at any point in time
5. I see this analogous to the ARPA grant money that defines a very specific use for the funds that comes to BOS for a vote.

These are just some of my beginning thoughts and I'm sure you all have many more. I've also included a link to an article on the front page of the Hartford Courant today concerning this issue.

<https://www.msn.com/en-us/news/other/a-glastonbury-man-has-collected-more-than-240-nips-bottles-as-trash-on-the-street-now-he-s-on-a-mission-to-get-a-connecticut-law-changed/ar-AA16NHfU>

The Public Act number is PA 21-58 - I've attached a summary from the office of Legislative Research.

Section 10 is where the nip language is located.

§ 10 — NIP SURCHARGE Beginning October 1, 2021, the act requires wholesalers of spirit or liquor beverage containers of 50mL or less to assess a five-cent surcharge on each of these containers to retailers. The retailers must then impose the same surcharge on the customers who purchase the containers. The act specifies that paying the surcharge is a debt by retailers, upon their purchase from the wholesaler, and is subject to posting requirements for delinquencies. Under the Liquor Control Act, a notice of delinquency identifies the delinquent retailer and prohibits manufacturers or wholesalers from crediting the retailer until the notice is satisfied (CGS § 30-48(b)).

Under the act, the surcharge must be distinct and clearly identified from the container's price. The act exempts it from sales tax or being treated as income.

Beginning April 1, 2022, and then every six months, each wholesaler must remit to each municipality where these beverage containers were sold during the prior six-month period, five-cents per container sold by the wholesaler. At the same time as the payment, the wholesaler must file a report with the Department of Revenue Services and the Department of Consumer Protection's Liquor Control Division stating how many beverage containers it sold in each municipality during the prior six months.

The act requires municipalities receiving the surcharge funds to only use the funds for environmental measures to reduce solid waste generation in the municipality or the impact of litter from the solid waste. These measures include things like hiring a recycling coordinator; installing storm drain filters to block solid waste (including beverage container debris); or purchasing a mechanical street sweeper, vacuum, or broom to remove litter and other debris from streets, sidewalks, and abutting lawn and turf areas.

Please do not reply to all on this email.

Hope you all have a good weekend. Thank you.

Rosemary

**AN ACT CONCERNING SOLID WASTE MANAGEMENT**

**SUMMARY:** This act revamps the state's beverage container redemption law (i.e., "bottle bill," see BACKGROUND) by doing the following:

1. expanding the list of beverages subject to the bottle bill's requirements and exempting containers of less than 150mL (§§ 1 & 5);
2. increasing, beginning January 1, 2024, the minimum beverage container deposit amount from five to 10 cents (§ 2);
3. increasing the handling fee that distributors must pay to dealers (e.g., and hereafter, "retailers") and redemption centers, (§ 3);
4. incrementally reduces the amount of unclaimed deposits that distributors must remit to the General Fund from 100% to 45% by FY 26, and allows the distributors to keep the remainder (§ 4);
5. requiring certain retailers to install and maintain at least two reverse vending machines (RVMs) at their place of business or have dedicated areas for redeeming beverage containers (§ 7); and
6. requiring, beginning January 1, 2024, (a) all refundable beverage containers sold in Connecticut to have a Universal Product Code (UPC) and barcode and (b) deposit initiators (i.e., the first distributor to collect the deposit) to provide them, with packaging information, to the RVM system administrators and other system operators at least 30 days before placing the beverage containers on the market (§ 2).

The act requires the Department of Energy and Environmental Protection (DEEP) to approve a stewardship organization for beverage containers (§ 9). It also requires DEEP to develop terms for a memorandum of agreement (MOA) that provides for in-state processing of at least 80% of the wine and liquor beverage containers sold in-state (§ 8).

The act establishes a five-cent surcharge on the sale of spirit or liquor beverage containers of 50mL or less (commonly referred to as "nips"). It requires (1) wholesalers to remit the surcharges to the municipalities in which the containers were sold and (2) the municipalities to use the remitted funds for environmental measures aimed at reducing solid waste or reducing the impact of litter (§ 10).

The act requires the DEEP commissioner, by July 1, 2022, to develop an incentive program to help municipalities that want to adopt a unit-based pricing program for solid waste disposal (e.g., "pay-as-you-throw"). She must also identify funding sources to provide the incentives (§ 6).

Lastly, the act makes technical and conforming changes.

**EFFECTIVE DATE:** July 1, 2021, except the handling fee increase, RVM requirement, and nip surcharge take effect October 1, 2021; the bottle bill's

expansion takes effect January 1, 2023; the deposit increase takes effect January 1, 2024; and the MOA and stewardship organization provisions are effective upon passage.

## §§ 1 & 5 — COVERED BEVERAGE CONTAINERS

Under prior law, the bottle bill applied to the following beverage containers: beer, other malt beverages, mineral or soda water, carbonated soft drinks, and water, including flavored or nutritionally enhanced water.

Beginning January 1, 2023, the act generally expands the bottle bill to include beverage containers for hard cider, plant water or plant infused drink, juice or juice drink, tea, coffee, kombucha, and sports or energy drink. It explicitly includes hard seltzer in the bottle bill's scope, which existing law covers as a "beer or other malt beverage." It also includes beverages identified as juice, tea, coffee, kombucha, plant infused drink, or a sports or energy drink, with letters, words, or symbols on the beverages' labels. Existing law covers containers identified as water this way.

### *Exempt Containers*

The bottle bill previously exempted from its requirements (1) noncarbonated beverages of at least three liters in size or (2) containers made of high-density polyethylene (i.e., with an HDPE designation or #2 recycling symbol). It also exempts containers provided on interstate passenger carriers (e.g., planes or trains). The act modifies some of these exemptions and creates new ones.

First, the act generally (1) eliminates the exemption for high-density polyethylene containers, (2) reduces the size threshold for noncarbonated beverage containers to be exempt, and (3) creates a new exemption for carbonated beverages. Specifically, it now exempts containers (1) over three liters for carbonated beverages, (2) over two and one-half liters for noncarbonated beverages, and (3) of less than 150mL for either carbonated and noncarbonated beverages.

Additionally, by law, manufacturers that annually bottle and sell up to 250,000 noncarbonated beverages of 20 ounces or less in size may apply to the DEEP commissioner for an exemption from the bottle bill's requirements (CGS § 22a-245b). The act extends this exemption, beginning July 1, 2021, to manufacturers of the new noncarbonated beverages covered by the act (e.g., juice, coffee, tea, or sport or energy drink). And it creates a new exemption for juice manufacturers that annually bottle and sell up to 100,000 gallons of juice in beverage containers. These juice manufacturers must also apply for the exemption.

## § 3 — HANDLING FEES

Beginning October 1, 2021, the act increases the handling fees for beverage containers redeemed under the bottle bill by setting the minimum handling fee at

either two and one-half cents or three and one-half cents, depending on the container involved (see table below). It applies the increased fee to the act's newly covered beverage containers.

**Bottle Bill Handling Fees, Prior Law vs. the Act**

	<i><b>Prior Law</b></i>	<i><b>The Act</b></i>
Beer or other malt beverages, including hard seltzer	\$0.015	\$0.025
Hard cider	N/A	0.025
Noncarbonated beverages, mineral or soda water, and carbonated soft drinks	0.02	0.035

**§ 4 — UNCLAIMED DEPOSITS**

Under prior law, unclaimed deposits were paid quarterly by the distributors to the revenue services commissioner for deposit into the state's General Fund. The act incrementally reduces the amount of unclaimed funds deposited to the General Fund to 45% by FY 26, as shown in the table below, and correspondingly allows the distributors to keep the remainder.

**Percentage Distribution of Unclaimed Deposits**

	<i><b>General Fund</b></i>	<i><b>Distributors</b></i>
Through FY 22	100%	0%
FY 23	95	5
FY 24	65	35
FY 25	55	45
FY 26 and beyond	45	55

**§§ 1 & 7 — RETAILER RVMS AND REDEMPTION AREAS**

The act generally requires certain retailers, beginning October 1, 2021, to install and maintain at least two RVMS at their place of business. Under the act, an RVM is a mechanical device that (1) accepts used beverage containers from consumers and (2) provides a way of refunding the containers' refund value (deposit amount) to the device user.

The requirement to have the RVMS applies to retailers whose place of business (1) is part of a chain engaged in the same general type of business that operates at least 10 units in Connecticut under common ownership and (2) uses at least 7,000 square feet of space to display merchandise for sale to the public.

The act also requires retailers exempt from the RVM requirement (see below), whose place of business is at least 40,000 square feet and does not use RVMS, to maintain a dedicated area at the business to accept and redeem beverage containers. It requires these areas to be adequately staffed so that containers can be efficiently accepted and processed during business hours. There must also be at

least one conspicuous sign posted at each public entrance describing how to find the redemption area.

#### *Exemptions*

The act exempts from the RVM requirement retailers that do the following:

1. sell only beverage containers of 20 ounces or less that are packaged in quantities of less than six;
2. sell beverage containers, but use no more than 5% of their floor space to display and sell consumer products; or
3. get a waiver from the DEEP commissioner allowing them to use an alternative technology to redeem the containers.

For the waiver, the alternative technology must be able to:

1. determine a beverage container's redeemability;
2. protect against fraud by reading a container's UPC and, except for refillable containers, renders the container unredeemable;
3. collect information about the redeemed containers; and
4. issue legal tender or a scrip, receipt, or other credit for the refund value that can be exchanged for legal tender for at least 60 days without needing to purchase other goods.

If the alternative technology does not allow a consumer to immediately obtain the refund value, a retailer can only use it if the retailer also allows a consumer to conveniently and immediately obtain the refund value through an RVM or another method.

#### *Penalty*

The act subjects retailers who violate these requirements to a civil fine of up to \$1,000, with an additional \$1,000 for each day the violation continues. It requires a hearing held according to the Uniform Administrative Procedures Act before the DEEP commissioner can assess the fine.

### § 8 — MOA: WINE AND LIQUOR CONTAINERS

Under the act, DEEP must develop the terms for a MOA that, by January 1, 2023, provides for in-state processing of at least 80% of the wine and liquor beverage containers sold in the state. The processing must turn the containers into furnace-ready cullet or by-product that is melted or otherwise used in cement, glass, or fiberglass products.

The act requires DEEP, when developing the terms, to (1) identify the parties that must be part of the agreement and (2) engage them in ongoing discussions about establishing systems and methods under the agreement for statewide, cost-effective, and consumer-oriented collection of the wine and liquor beverage containers. The collected materials must also be sufficiently clean and acceptable for use at a facility that produces the glass cullet or byproduct.

Under the act, the MOA must include provisions, with responsibilities assigned among the parties, for the following:

1. establishing and implementing the collection systems and methods;
2. transporting collected containers to a processing facility;
3. properly recycling and managing containers not accepted by a facility;
4. executing financial obligations among the parties according to the agreement;
5. recordkeeping of the volume, tonnage, and categories of containers annually processed under the agreement; and
6. auditing costs, efficiencies, and benefits of the agreement.

The DEEP commissioner must submit a draft of the MOA to the Environment Committee by January 15, 2022.

## § 9 — BEVERAGE CONTAINER STEWARDSHIP ORGANIZATION

The act requires the DEEP commissioner to approve an application for the formation of a beverage container stewardship organization by deposit initiators if the organization meets the following requirements:

1. is a 501(c)(3) federally tax-exempt organization;
2. has a governing board of deposit initiators that represents the range of beverages and container materials covered by the state's bottle bill; and
3. shows that it has adequate financial responsibility and controls, including fraud prevention and an audit schedule, to properly manage funds.

It also requires each deposit initiator to join and register with an approved beverage container stewardship organization within three months after DEEP approves the organization. Deposit initiators seeking to sell beverage containers in the state after this period must register and join the organization at least 90 days before selling them.

Under the act, any approved organization must submit a plan for the DEEP commissioner's review and approval to operate a statewide beverage container stewardship program by July 1, 2022. The act requires the plan to provide detailed information about how the organization will operate and finance a program to redeem and recycle beverage containers. The information must at least include the following:

1. 80% annual redemption rate by a specified timeline;
2. financial self-sustainability;
3. verifiable performance metrics for enhanced customer satisfaction;
4. policies and investments to ensure that recovered materials are returned for their highest and best use;
5. detailed descriptions for how existing collection and redemption centers will be used;
6. redemption rates as of the date of the plan and projected for the next five years, along with a recommended refund value for the containers to achieve these rates;
7. how the plan will cost the state or any other participants;
8. revenues that will be returned to the state and projected loss in the state's revenue use or collection in the five fiscal years beginning with FY 22;
9. legislative changes needed to carry out the plan; and

10. other parameters or requirements the commissioner requires.

When developing the plan, the stewardship organization must obtain input from members of the independent redemption center community, municipal resource recovery facilities, municipal leaders, wine and spirits distributors, and RVM operators. The act prohibits the DEEP commissioner from approving a plan without verification of receiving this input.

The DEEP commissioner, by October 1, 2022, must submit recommendations on any plan for a proposed stewardship program to the Environment Committee.

## § 10 — NIP SURCHARGE

Beginning October 1, 2021, the act requires wholesalers of spirit or liquor beverage containers of 50mL or less to assess a five-cent surcharge on each of these containers to retailers. The retailers must then impose the same surcharge on the customers who purchase the containers. The act specifies that paying the surcharge is a debt by retailers, upon their purchase from the wholesaler, and is subject to posting requirements for delinquencies. Under the Liquor Control Act, a notice of delinquency identifies the delinquent retailer and prohibits manufacturers or wholesalers from crediting the retailer until the notice is satisfied (CGS § 30-48(b)).

Under the act, the surcharge must be distinct and clearly identified from the container's price. The act exempts it from sales tax or being treated as income.

Beginning April 1, 2022, and then every six months, each wholesaler must remit to each municipality where these beverage containers were sold during the prior six-month period, five-cents per container sold by the wholesaler. At the same time as the payment, the wholesaler must file a report with the Department of Revenue Services and the Department of Consumer Protection's Liquor Control Division stating how many beverage containers it sold in each municipality during the prior six months.

The act requires municipalities receiving the surcharge funds to only use the funds for environmental measures to reduce solid waste generation in the municipality or the impact of litter from the solid waste. These measures include things like hiring a recycling coordinator; installing storm drain filters to block solid waste (including beverage container debris); or purchasing a mechanical street sweeper, vacuum, or broom to remove litter and other debris from streets, sidewalks, and abutting lawn and turf areas.

## BACKGROUND

### *General Bottle Redemption Process*

Connecticut's bottle bill redemption process generally works as follows:

1. a retailer pays a beverage container distributor a deposit for each eligible beverage container that the distributor delivers;
2. a consumer pays the retailer the deposit for each beverage container that he or she purchases from the retailer;



3. the retailer or a redemption center pays the consumer the deposit amount for each beverage container that he or she returns (i.e., refunding the deposit);
4. the distributor reimburses the retailer or redemption center the deposit for each beverage container returned, plus a handling fee; and
5. the distributor pays the state the required percentage of unclaimed deposits, which are deposited into the General Fund (CGS § 22a-243 et seq.).

## Nip Surcharge and Disbursements

By: Kristen Miller, Senior Legislative Attorney  
December 22, 2022 | 2022-R-0225

### Issue

Describe the state's surcharge on beverage containers containing spirits or liquor of up to 50 mL ("nips") and explain how those funds are distributed.

### Summary

By law, there is a five-cent surcharge on each nip sale in Connecticut. Every April and October, wholesalers must remit this surcharge for each nip sold to each municipality where one was sold during the previous six-month period. The wholesaler must also file a report with the revenue services and consumer protection departments on the number of nips sold in each municipality during that six-month period.

The law requires the municipalities receiving the funds to use them for environmental efforts to reduce the (1) amount of solid waste generated in the municipality or (2) impact of litter. These efforts can include such things as hiring a recycling coordinator; installing storm drain filters to block debris; or buying a mechanical street sweeper, vacuum, or broom to remove litter from streets, sidewalks, and abutting lawn and turf areas (CGS § 22a-244b, as amended by PA 22-143).

Nip surcharge collection began on October 1, 2021. Data reported by the eight wholesalers in the state represented by the Wine and Spirits Wholesalers of Connecticut from this date until September 30, 2022, show that municipalities collectively received a total of at least \$4.2 million from the surcharge. The municipalities receiving the five largest surcharge amounts (thus having sold the most nips) were New Haven (\$190,617.89), Waterbury (\$136,822.60), Hartford (\$135,735.87), Bridgeport (\$135,564.10), and Manchester (\$113,869.44). Seven municipalities had no nip sales (Bridgegewater, Colebrook, Eastford, Easton, Hartland, Lyme, and Union). The below

table provides the nip surcharge distribution by municipality during each of the first two reporting periods. It also totals the distribution by municipality and by reporting period.

**Table 1: Municipal Nip Surcharge Distribution\***

Municipality	Nip Surcharge (\$)		Total
	10/1/21 to 3/30/22	4/1/22 to 9/30/22**	
ANDOVER	1,138.90	1,929.60	3,068.50
ANSONIA	15,133.70	17,491.49	32,625.19
ASHFORD	4,451.10	5,926.80	10,377.90
AVON	2,810.10	4,155.17	6,965.27
BARKHAMSTED	1,370.50	2,896.00	4,266.50
BEACON FALLS	2,556.40	3,396.90	5,953.30
BERLIN	9,855.90	13,194.77	23,050.67
BETHANY	577.10	1,098.00	1,675.10
BETHEL	7,605.50	8,124.53	15,730.03
BETHLEHEM	798.00	742.55	1,540.55
BLOOMFIELD	9,568.40	11,406.34	20,974.74
BOLTON	5,660.10	6,445.68	12,105.78
BOZRAH	554.40	1,620.73	2,175.13
BRANFORD	16,498.70	19,968.23	36,466.93
BRIDGEPORT	59,068.70	76,495.40	135,564.10
BRIDGEWATER	0.00	0.00	0.00
BRISTOL	40,441.90	54,299.09	94,740.99
BROOKFIELD	6,097.40	6,964.38	13,061.78
BROOKLYN	10,780.10	11,797.08	22,577.18
BURLINGTON	2,349.20	3,605.41	5,954.61
CANAAN	5,160.60	1,006.13	6,166.73
CANTERBURY	5,003.70	5,538.10	10,541.80
CANTON	4,583.30	7,263.87	11,847.17
CHAPLIN	5,052.10	5,507.10	10,559.20
CHESHIRE	7,593.50	9,766.59	17,360.09
CHESTER	1,528.00	1,418.18	2,946.18
CLINTON	7,929.90	10,906.19	18,836.09
COLCHESTER	13,227.70	16,975.20	30,202.90
COLEBROOK	0.00	0.00	0.00
COLUMBIA	3,029.90	3,846.80	6,876.70
CORNWALL	531.20	381.30	912.50
COVENTRY	7,023.60	9,585.11	16,608.71
CROMWELL	13,322.00	14,808.74	28,130.74
DANBURY	41,539.50	44,418.38	85,957.88

**Table 1: Municipal Nip Surcharge Distribution (continued)\***

Municipality	Nip Surcharge (\$)		Total
	10/1/21 to 3/30/22	4/1/22 to 9/30/22**	
DARIEN	1,540.50	1,490.99	3,031.49
DEEP RIVER	3,668.60	4,460.92	8,129.52
DERBY	11,540.00	12,047.00	23,587.00
DURHAM	3,514.20	4,500.44	8,014.64
EAST GRANBY	1,442.10	3,317.58	4,759.68
EAST HADDAM	4,323.10	4,924.06	9,247.16
EAST HAMPTON	8,258.20	9,407.77	17,665.97
EAST HARTFORD	33,391.60	35,790.87	69,182.47
EAST HAVEN	17,952.30	21,250.53	39,202.83
EAST LYME	12,421.80	13,808.48	26,230.28
EAST WINDSOR	13,066.30	15,120.92	28,187.22
EASTFORD	0.00	0.00	0.00
EASTON	0.00	0.00	0.00
ELLINGTON	10,242.70	11,170.64	21,413.34
ENFIELD	34,625.70	39,528.68	74,154.38
ESSEX	5,031.80	5,443.28	10,475.08
FAIRFIELD	15,488.90	16,716.28	32,205.18
FARMINGTON	8,194.60	10,794.41	18,989.01
FRANKLIN	3,047.70	3,024.20	6,071.90
GLASTONBURY	8,466.00	10,851.53	19,317.53
GOSHEN	958.70	985.56	1,944.26
GRANBY	6,366.50	6,306.49	12,672.99
GREENWICH	5,183.60	5,591.42	10,775.02
GRISWOLD	12,796.40	19,217.56	32,013.96
GROTON	33,678.90	43,010.60	76,689.50
GUILFORD	4,100.60	5,007.94	9,108.54
HADDAM	6,803.90	8,713.42	15,517.32
HAMDEN	26,305.30	40,492.01	66,797.31
HAMPTON	1,298.90	2,419.18	3,718.08
HARTFORD	63,633.60	72,102.27	135,735.87
HARTLAND	0.00	0.00	0.00
HARWINTON	4,833.70	5,377.24	10,210.94
HEBRON	6,280.40	7,378.14	13,658.54
KENT	402.30	677.30	1,079.60
KILLINGLY	17,018.30	23,257.30	40,275.60
KILLINGWORTH	1,545.40	1,914.29	3,459.69
LEBANON	718.90	957.60	1,676.50

Table 1: Municipal Nip Surcharge Distribution (continued)\*

Municipality	Nip Surcharge (\$)		Total
	10/1/21 to 3/30/22	4/1/22 to 9/30/22**	
LEDYARD	10,492.90	13,027.06	23,519.96
LISBON	2,820.40	4,208.18	7,028.58
LITCHFIELD	2,514.20	2,965.06	5,479.26
LYME	0.00	0.00	0.00
MADISON	4,012.30	5,413.09	9,425.39
MANCHESTER	50,030.50	63,838.94	113,869.44
MANSFIELD	14,626.00	18,312.72	32,938.72
MARLBOROUGH	3,439.70	3,945.62	7,385.32
MERIDEN	36,873.40	46,079.52	82,952.92
MIDDLEBURY	2,357.20	2,594.80	4,952.00
MIDDLEFIELD	2,918.40	5,236.45	8,154.85
MIDDLETOWN	27,936.40	33,396.63	61,333.03
MILFORD	30,004.10	36,216.43	66,220.53
MONROE	7,520.70	8,875.73	16,396.43
MONTVILLE	18,087.20	20,846.64	38,933.84
MORRIS	1,575.10	1,951.20	3,526.30
NAUGATUCK	21,757.10	24,722.82	46,479.92
NEW BRITAIN	49,503.20	63,233.41	112,736.61
NEW CANAAN	892.60	800.01	1,692.61
NEW FAIRFIELD	3,228.80	3,354.61	6,583.41
NEW HARTFORD	1,949.70	2,655.15	4,604.85
NEW HAVEN	78,690.50	111,927.39	190,617.89
NEW LONDON	27,696.90	34,515.14	62,212.04
NEW MILFORD	16,720.70	18,050.71	34,771.41
NEWINGTON	18,789.70	22,752.79	41,542.49
NEWTOWN	7,871.80	8,731.41	16,603.21
NORFOLK	1,136.50	1,193.30	2,329.80
NORTH BRANFORD	6,779.20	7,989.37	14,768.57
NORTH CANAAN	528.70	5,561.43	6,090.13
NORTH HAVEN	10,690.10	13,784.99	24,475.09
NORTH STONINGTON	6,567.60	9,087.90	15,655.50
NORWALK	31,974.00	38,196.64	70,170.64
NORWICH	43,609.60	57,315.98	100,925.58
OLD LYME	2,908.20	4,657.76	7,565.96
OLD SAYBROOK	7,569.00	9,628.78	17,197.78
ORANGE	2,982.60	4,494.46	7,477.06
OXFORD	2,985.70	4,025.90	7,011.60

**Table 1: Municipal Nip Surcharge Distribution (continued)\***

Municipality	Nip Surcharge (\$)		Total
	10/1/21 to 3/30/22	4/1/22 to 9/30/22**	
PLAINFIELD	21,222.20	27,332.87	48,555.07
PLAINVILLE	8,739.90	13,745.12	22,485.02
PLYMOUTH	7,187.50	8,420.17	15,607.67
POMFRET	1,011.90	1,181.60	2,193.50
PORTLAND	6,336.30	7,849.57	14,185.87
PRESTON	2,569.30	4,750.05	7,319.35
PROSPECT	3,359.50	4,012.98	7,372.48
PUTNAM	18,436.60	19,816.46	38,253.06
REDDING	1,779.00	1,391.05	3,170.05
RIDGEFIELD	3,247.70	3,256.54	6,504.24
ROCKY HILL	11,172.30	12,687.03	23,859.33
ROXBURY	269.50	338.30	607.80
SALEM	3,817.60	6,305.48	10,123.08
SALISBURY	778.90	1,066.39	1,845.29
SCOTLAND	1,030.90	1,323.84	2,354.74
SEYMOUR	11,191.60	13,345.90	24,537.50
SHARON	743.80	736.20	1,480.00
SHELTON	16,625.30	20,161.44	36,786.74
SHERMAN	450.80	509.73	960.53
SIMSBURY	7,582.30	7,870.52	15,452.82
SOMERS	3,910.00	4,387.45	8,297.45
SOUTH WINDSOR	12,576.40	14,216.85	26,793.25
SOUTHBURY	6,627.40	8,756.38	15,383.78
SOUTHINGTON	22,518.00	31,307.83	53,825.83
SPRAGUE	676.10	1,692.30	2,368.40
STAFFORD	12,721.30	15,333.88	28,055.18
STAMFORD	35,425.10	38,321.95	73,747.05
STERLING	1,542.50	1,776.56	3,319.06
STONINGTON	12,882.60	12,784.33	25,666.93
STRATFORD	27,551.60	34,270.43	61,822.03
SUFFIELD	6,254.70	7,619.39	13,874.09
THOMASTON	4,841.80	6,702.97	11,544.77
THOMPSON	9,114.20	11,684.10	20,798.30
TOLLAND	7,059.30	9,241.84	16,301.14
TORRINGTON	29,445.30	33,454.44	62,899.74
TRUMBULL	5,347.80	6,652.41	12,000.21
UNION	0.00	0.00	0.00

Table 1: Municipal Nip Surcharge Distribution (continued)\*

Municipality	Nip Surcharge (\$)		Total
	10/1/21 to 3/30/22	4/1/22 to 9/30/22**	
VERNON	19,652.40	24,582.66	44,235.06
VOLUNTOWN	3,771.00	4,585.92	8,356.92
WALLINGFORD	26,979.50	32,443.31	59,422.81
WARREN	508.60	623.95	1,132.55
WASHINGTON	1,113.40	1,129.00	2,242.40
WATERBURY	58,643.80	78,178.80	136,822.60
WATERFORD	14,301.30	18,310.61	32,611.91
WATERTOWN	12,165.30	15,370.27	27,535.57
WEST HARTFORD	19,538.40	24,827.56	44,365.96
WEST HAVEN	39,248.70	51,506.74	90,755.44
WESTBROOK	5,539.70	7,257.02	12,796.72
WESTON	356.80	252.20	609.00
WESTPORT	3,344.60	7,432.38	10,776.98
WETHERSFIELD	13,599.30	15,019.19	28,618.49
WILLINGTON	1,154.40	2,681.32	3,835.72
WILTON	972.10	1,483.37	2,455.47
WINCHESTER	11,220.40	14,881.15	26,101.55
WINDHAM	16,792.50	18,816.43	35,608.93
WINDSOR	14,344.20	15,966.99	30,311.19
WINDSOR LOCKS	13,646.10	17,069.06	30,715.16
WOLCOTT	11,010.20	13,461.83	24,472.03
WOODBIDGE	69.00	138.70	207.70
WOODBURY	3,310.50	3,714.03	7,024.53
WOODSTOCK	1,609.20	794.94	2,404.14
<b>TOTAL</b>	<b>1,879,961.70</b>	<b>2,328,456.55</b>	<b>4,208,418.25</b>

Sources: Department of Revenue Services and Wine & Spirits Wholesalers of Connecticut

\*Represents information from the eight wholesalers represented by the Wine and Spirits Wholesalers of Connecticut and does not include small wholesalers that may have independently reported. Consequently, these amounts are the minimums that municipalities received from the surcharge.

\*\*Some values are not a factor of five (i.e., evenly divisible by 5 cents or 0.05) due to a calculation based on unit cases.

KM:co