

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 5/22/23

BOARDS & COMMISSIONS APPLICATION

Name: Jeff Duigou

Address: 56 Van Cedarfield Rd Colchester, CT. 06415

Home Phone: (860) 878-1834 Email jduig@netzero.net FAX: _____

Cell Phone: (860) 878-1834 Town Residency 36 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Sewer & Water Commission

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: George J. Penney High School East Hartford, CT

College Prep Curriculum; Graduated 1978; Member - National Honors Society

College: University of Connecticut - Bachelor of Science Degree College of Liberal Arts and Sciences;

Graduated 1983. Graduate School (part time 1996 to 2001) Graduate Studies

in Environ. Engineering and Biotechnology

Trade, Business _____

Or Correspondence _____

School _____

CONTINUED ON REVERSE SIDE

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

30 years of experience as a Vice President and/or Senior Project Manager providing Environmental Engineering & Science consulting services to Fortune 500 Companies, Federal, State, and Municipal clients on site development projects while protecting human health and the environment. Mr. Duigou obtained a Licensed Environmental Professional certification in July 2001 from the CT Board of Examiners.

Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes


Why are you interested in serving? As a town resident for almost 37 years, I have an interest in volunteering my years of experience, expertise, and professional/governmental relationships to assist the Town with the protection of our water district public water supply, town aquifer protection areas, and sanitary sewer collection, and; maintenance and discharge requirements to comply with prevailing applicable regulatory requirements and contractual agreements. Assist the Commission with the review of operation and maintenance costs.

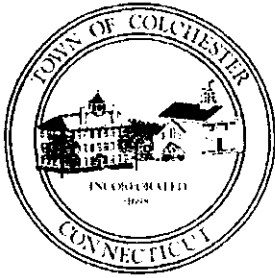
Do you have any experience or familiarity with this area? Yes

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? Town Building Committees; Economic and Community Development

Date: 5-22-23

Signature: 



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: May 11, 2023

BOARDS & COMMISSIONS APPLICATION

Name: Andrew M. Norton

Address: 94 Westchester Road Colchester, CT. 06415

Home Phone: (860) 267-9980 Email mccallnorton@yahoo.com FAX: _____

Cell Phone: (860) 944-6190 Town Residency 60 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Norton Park Commission - alternate vacancy

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: Loomis Chaffee School Windsor, CT 06095 - graduated

College: Haverford College - graduated

Trade, Business University of Connecticut Law School - graduated
Or Correspondence
School _____

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

Legislative Liaison - Connecticut Department of Aging and Disability Services - 16 years

Chief of Staff - House Republicans - CT General Assembly - 6 years

Norwich Hospital Project Manager - CT Office of Policy & Management - 3 years

Member - CT State House of Representatives - 10 years

Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes

Why are you interested in serving? This is an important project to enhance the recreational and historical and aesthetic attributes of the town. I live nearby and would naturally be even more interested in the success of the project. I hope I can intelligently advise on the planning and development of the site and offer good insights to the town government as it makes decision about the project's future.

Do you have any experience or familiarity with this area? I have lived in the immediate area for about 60 years and am familiar with some of the history of the site and North Westchester generally.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? I am not sure.

Date: May 11, 2023

Signature: 



Colchester Hayward Fire Department

52 Old Hartford Road Colchester, CT 06415
Phone (860)537-2512 Fax (860)531-9393
firedepartment@ColchesterCT.gov

MEMORANDUM

May 26, 2023

TO: Andreas Bisbikos, First Selectman

FROM: Steve Hoffmann, Fire Chief

RE: Fire Headquarters Parking Lot RFP (2023-002)

First Selectman Bisbikos,

On April 24, 2023 an RFP was released for rehabilitation for the Fire Headquarters parking lot located at 52 Old Hartford Rd. On May 19, all RFP bids were required to be received by the First Selectman's Office by 1400 hrs. At the bid opening conducted in Meeting Room 1 at Town Hall, one bid was received. The bid received was from B&W Paving and Landscaping out of Montville CT. The bid submitted by B&W Paving and Landscaping was for a total amount of \$200,000.

Based on the single bid received, I am recommended the bid for the Fire Headquarters Parking Lot Rehabilitation RFP (2023-002) be awarded to B&W Paving and Landscaping out of Montville, CT.

Any other questions please feel free to contact me.

CC: Ruby York, Assistant to the Fire Chief



**FFY 2022 STATE HOMELAND SECURITY GRANT
PROGRAM Region 4 MEMORANDUM OF AGREEMENT**




Data Sheet


Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2- After populating the document, obtain the correct signatures as outlined by the completion checklist on the following page. Digital and /or scanned signatures can be used, no hardcopy/original signatures are required.

Town Information: 	
Person Completing Document:	Sean Shoemaker, EMD
Municipality Name:	TOWN OF COLCHESTER
Town CEO Name:	Andreas Bisbikos
Town CEO Title (ie. Mayor):	First Selectman

***Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"**

Point of Contact Information: 	
POC Name & Title:	Andreas Bisbikos First Selectman
Address:	127 Norwich Avenue, Colchester, CT 06415
Email:	selectman@colchesterct.gov
Phone:	860-537-7200
Fax:	860-537-0547



**FFY 2022 STATE HOMELAND SECURITY GRANT
PROGRAM Region 4 MEMORANDUM OF AGREEMENT
CHECKLIST**



Please use this checklist to insure completion and accuracy of the following agreement.

1.

Instructions for: TOWN OF COLCHESTER

Received by: Sean Shoemaker, EMD

For the MOA:

- A municipal point of contact has been identified (p. 1 and 10).
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for a resolution. If the information on a blanket resolution signed in a prior year is still valid, the town clerk can verify the accuracy, sign and seal the resolution. In order for a raised seal to be visible in a scan, please rub a pencil over the seal. If a Blanket Resolution is not used, the resolution must reference the FFY 2022 Homeland Security Grant Program. No other resolutions shall be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2022 HSGP funds by the REPT.

(Sample attached, the Fiduciary will complete this form for custodial owners of equipment purchased under the FY 2022 Homeland Security Grant Program)

Once complete, e-mail (no hard copies need to be sent) the complete MOA package (MOA and resolution) to: Mark Paquette , Southeastern CT COG, Region 4 Fiduciary at: mpaquette@seccog.org

2.

**Instructions for the Southeastern CT COG as
Regional Fiduciary**

Received by: _____

Review and Signature

- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.
- All of the items listed on this checklist have been completed and are correct.

Submit completed MOAs and resolutions to your DESPP/DEMHS Program Manager by email on a quarterly basis.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2022 HSGP funds by the REPT. (Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2022 Homeland Security Grant Program)

DUE DATE:

**Send to Regional Fiduciary on or before
September 30, 2023**

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2022 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 4

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF COLCHESTER, the Southeastern CT COG (Fiduciary) and the Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2022 State Homeland Security Grant Program (SHSGP), Award No. EMW-2022-SS-00057. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2022 SHSGP in the total amount of \$2,188,219.24 on behalf of local units of government, for the following eleven regional set-aside projects designed to benefit the state's municipalities:
 1. Regional Collaboration, 2. Enhancing Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS*; 3. Addressing Emergent Threats; 4. Capitol Region Metropolitan Medical Response System (MMRS); 5. Medical Preparation and Response; 6. Citizen Corps. Program; 7. Enhancing Cybersecurity*; 8. Enhancing the Protection of Soft Targets/Crowded Places* (allocation included in REPT subgrants;); 9. Combating Domestic Violent Extremism*; 10. Enhancing election security* (allocation included in REPT subgrants;); and 11. Enhancing Community Preparedness and Resilience* (*denotes National Priority Project).
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4 including TOWN OF COLCHESTER – has created, and established bylaws for, the Region 4 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 4
6. TOWN OF COLCHESTER is eligible to participate in those Federal Fiscal Year 2022 SHSGP regional allocations made through the Region 4 REPT in the amount of \$393,456.15 (\$354,371.15 for regional projects, \$29,085 for soft target projects and \$10,000 for election security projects) for Region 4 which will be made available to the jurisdictions in Region 4 in the manner recommended by the Region 4 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by DESPP/DEMHS.

B. Purpose of Agreement

1. DESPP/DEMHS and TOWN OF COLCHESTER enter into Part I of this MOA authorizing DESPP/DEMHS to act as the agent of TOWN OF COLCHESTER and allowing DESPP/DEMHS to retain and administer grant funds provided under 2022 SHSGP for the eleven regional set-aside projects listed above, and also for The Southeastern CT COG to provide the financial and programmatic oversight described below.

C. SAA and TOWN OF COLCHESTER Responsibilities.

1. DESPP/DEMHS agrees to administer the SHSGP grant funds of \$2,188,219.24 in furtherance of the eleven regional set-aside projects listed above.
TOWN OF COLCHESTER agrees to allow DESPP/DEMHS to provide financial and programmatic oversight of the \$2,188,219.24 for the purpose of supporting the allocations and uses of funds under the

2022 SHSGP consistent with the 2022 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. TOWN OF COLCHESTER agrees to allow DESPP/DEMHS to hold, manage, and disburse the grant funds that have been reserved for the eleven regional set-aside projects listed above.

D. Southeastern CT COG and TOWN OF COLCHESTER Responsibilities.

TOWN OF COLCHESTER also agrees to allow the Southeastern CT COG to provide financial and programmatic oversight of the Federal Fiscal Year 2022 regional allocation in the amount of \$393,456.15 (\$354,371.15 for regional projects, \$29,085 for soft target projects and \$10,000 for election security projects) targeted to member municipalities in DEMHS Region 4 and recommended through the Region 4 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 4 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF COLCHESTER, the Southeastern CT COG (Fiduciary), and the DEMHS Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. TOWN OF COLCHESTER has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF COLCHESTER, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that TOWN OF COLCHESTER may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2022 grant funds, as approved by the Region 4 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 4 REPT.
5. The Region 4 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, all equipment and resources sharing and coordination. All equipment and resources purchased with SHSGP money in this region is eligible for use by any municipality in the region, regardless of who is the custodial owner. An inventory of all equipment purchased with this money shall be maintained and available to DEMHS and all Region 1 municipalities if requested.
6. The Southeastern CT COG (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2022;

B. Purpose.

DESPP/DEMHS, the Region 4 REPT, Southeastern CT COG (Fiduciary), and TOWN OF COLCHESTER, enter into Part II of this MOA regarding asset(s) for which TOWN OF COLCHESTER agrees to be the custodial owner, and which are described in the approved 2022 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and Southeastern CT COG (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Southeastern CT COG which, as the Region 4 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in TOWN OF COLCHESTER may be made after the execution of this agreement and that Appendix A shall be completed accordingly. TOWN OF COLCHESTER agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 4 REPT, and the Chief Executive Officer, or his/her designee, of TOWN OF COLCHESTER.

4. Responsibilities of Custodial Owner

TOWN OF COLCHESTER understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, TOWN OF COLCHESTER agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of TOWN OF COLCHESTER's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by TOWN OF COLCHESTER shall conform to the manufacturer's recommendations. If appropriate, TOWN OF COLCHESTER shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of TOWN OF COLCHESTER performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 4 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), TOWN OF COLCHESTER is furthering regional collaboration and mutual aid on behalf of all of the members of Region 4

6. Assignment of Asset(s).

If TOWN OF COLCHESTER does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

7. Effective Date.

The terms of this agreement will become effective when all parties have executed it.

8. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of TOWN OF COLCHESTER is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

9. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by DESPP/DEMHS, giving

TOWN OF COLCHESTER written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

10. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

11. Additional Required Terms and Conditions

Parties agree to incorporate the additional terms in Appendix B and Appendix C into this agreement. Parties agree to be bound by the terms in Appendix B and Appendix C.

Points of Contact

1. The Point of Contact for DESPP/DEMHS	
Name & Title: Deputy Commissioner Brenda M. Bergeron	
Address: 1111 Country Club Road, Middletown, CT 06457	
Emails: brenda.bergeron@ct.gov and DEMHS.HSGP@ct.gov	Phone: 860-685-8531
	Fax: 860-685-8551
2. The Point of Contact for (Please fill in the following fields)	
Name & Title: Andreas Bisbikos	TOWN OF COLCHESTER First Selectman
Address: 127 Norwich Avenue, Colchester, CT 06415	
Email Address: selectman@colchesterct.gov	Phone: 860-537-7200
	Fax: 860-537-0547

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE TOWN OF COLCHESTER

By: _____ Date: _____

Its Chief Executive Officer
Duly Authorized

Typed Name & Title: Andreas Bisbikos

First Selectman

THE Southeastern CT COG, as fiduciary agent By:

Date: _____

Its Chief Executive Officer
Duly Authorized
Typed Name _____

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: _____ Date: _____

Brenda M. Bergeron
Duly Authorized

MEMORANDUM OF AGREEMENT

REGARDING USE OF
FEDERAL FISCAL YEAR 2022 STATE HOMELAND SECURITY
GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL
ASSETS IN DEMHS REGION 4

AMENDMENT TO APPENDIX A

FOR THE

Equipment Description

THE

By: _____
Its Chief Executive Officer Duly Authorized

Date: _____

Typed Name & Title: Andreas Bisbikos

First Selectman

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: _____
Brenda M. Bergeron
Deputy Commissioner
Duly Authorized

Date: _____

AUTHORIZING RESOLUTION OF THE

Insert Name Of Governing Body -- For Example, Town Council

CERTIFICATION:

I, Record Keeper Name, the Record Keeper Title of Name of Governing Body, do hereby certify that the following is a true and correct copy of a resolution adopted by Name of Governing Body at its duly called and held meeting on Month and Day, Year, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Name of Governing Body may enter into with and deliver to the **State of Connecticut Department of Emergency Services and Public Protection, _____ Division of Emergency Management and Homeland Security** any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Name of Officer, as Title of Officer of Name of Governing Body, is authorized and directed to execute and deliver any and all documents on behalf of the Name of Governing Body and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Name of Officer now holds the office of Title of Officer and that he/she has held that office since Month, Day, and Year.

IN WITNESS WHEREOF: The undersigned has executed this certificate this _____ day of _____ Month Year.

Name and Title of Record Keeper



**AUTHORIZING RESOLUTION OF THE
Colchester Board of Selectmen**

CERTIFICATION:

I, Gayle Furman, the Town Clerk of the Town of Colchester, do hereby certify that the following is a correct copy of a resolution adopted by the Colchester Board of Selectmen at its duly held meeting on June 1st, 2023, at which a quorum was present and acting throughout, and the resolution has not been modified, rescinded, or revoked and is present in full force and effect:

RESOLVED, that the Colchester Board of Selectmen may enter with and deliver to the **State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security** any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, Sean Shoemaker as Emergency Management Director, is authorized and directed to execute and deliver any and all documents on behalf of the Colchester Board of Selectmen and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Sean Shoemaker now holds the office of Emergency Management Director, and he has held the office since 2019.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 2nd Day of June 2023.

Gayle Furman, Town Clerk

PUBLIC SAFETY WORKING GROUP BYLAWS

ARTICLE 1 - ORGANIZATION

Section 1-1. Name.

The organization shall be known as the Public Safety Working Group (the "PSWG").

Section 1-2. Object.

The Board of Selectmen (BOS) wish to establish a Public Safety Group to advise them of top-level public safety needs including law enforcement, fire and rescue, and emergency management issues affecting the community and its citizens.

The PSWG mission shall be to monitor, evaluate, and propose actions, priorities, programs, and innovative responses to challenges and opportunities that enhance the efficiency and effectiveness of Town government and the Colchester Public Schools, specifically regarding public safety issues. The working group shall serve in an advisory capacity only and shall not hold any oversight authority. Day to day operational meetings that may include one or more Department head will not constitute a meeting of the PSWG.

ARTICLE 2 - MEMBERS

Section 2-1. Number and Term.

The PSWG shall initially be comprised of eleven members approved by the BOS. There shall be six standing members and five rotating members appointed by the BOS for a two (2) year term.

a. Standing Members. Standing members of the PSWG shall consist of the Resident State Trooper or designee, Fire Chief or designee, Emergency Management Director or designee, Superintendent of Schools or designee, Public Works Director or designee, and the Director of Public Health or designee.

b. Rotating Members. There shall be five (5) rotating members. All rotating members shall be electors of Colchester.

ARTICLE 3 – OFFICERS

Section 3-1. Selection of Officers.

Members shall annually elect a Chairman and Vice-Chairman.

Section 3-2. Chairman.

The Chairman shall preside at all meetings, and coordinate with all stakeholders.

Section 3-3. Vice-Chairman.

The Vice Chairman shall conduct the activities of the Chairman during his/her absence and shall perform other duties as directed.

ARTICLE 4 – MEETINGS

Section 4-1. Regular Meetings.

Meetings shall typically occur quarterly, with notice to BOS and the public.

Section 4-2. Special or Emergency Meetings.

Special or emergency meetings may be called by the Chair as allowed by Connecticut General Statutes.

Section 4-5. Quorum.

A quorum of 6 members shall be required to conduct formal business. A quorum shall consist of at least 6 members, two of which must be rotating members. Standing members functioning in the capacity of their normal employment shall not be considered as representing the PSWG or be subject to quorum requirements for such.

Section 4-6. Open to the Public.

Meetings are open to the public. Executive session may be entered into if required, as allowed by the Connecticut General Statutes.

Section 4-7. Conduct of Meetings

Meetings shall conform to a published agenda, as may be amended by a 2/3 majority. Minutes shall be taken at all meetings.

Section 4-8. Order of Business.

Typical agendas shall include.

- a. Call to order, confirmation of attendance and quorum (as appropriate)
- b. Approval of minutes of prior meeting(s)
- c. Public comment
- d. Reports of projects and/or activities
- e. New /old business
- f. Tasking and agenda for next meeting

ARTICLE 5 – RESPONSIBILITIES

Section 5-1. Responsibilities.

The PSWG will gather community feedback and make recommendations regarding current and future financial, organizational, policy, communication, preparedness, and/or other related public safety issues.

ARTICLE 6 – REPORTS

Section 6-1. Reports.

The standing members of the PSWG shall provide a report on their area of responsibility at each quarterly meeting. The PSWG shall provide quarterly reports to the BOS. All reports provided shall be public documents.

ARTICLE 7 – COMMENDATIONS

Section 7-1. Commendations.

Each member of the PSWG may nominate department members or members of the public for commendations. The working group shall review each nomination for approval and schedule an annual ceremony to present commendations. For available commendations, see respective departments Rules and Regulations.

ARTICLE 8 – AMENDMENT OF BYLAWS

Section 8-1. Board Approval Required to Amend.

From time to time, it may be advantageous and appropriate to modify the provisions of these Bylaws. If approved by the PSWG, the proposed change shall be sent to the BOS for consideration. If approved by the BOS, the change shall be incorporated into these bylaws.

First Selectman

From: Ritter, Matthew D. <MRitter@goodwin.com>
Sent: Monday, January 23, 2023 5:00 PM
To: First Selectman
Cc: Brad Bernier
Subject: RE: Public Safety Working Group Bylaws & Questions

Andreas – I know we have had some other questions about “working groups” and “commissions” in the past.

Section C-402. D. of the Town Charter requires town meeting approval for “the creation or abolition by ordinance of boards, commissions, committees, agencies, departments and offices not specifically authorized in this Charter.”

However, Section C-402. E. of the Town Charter provides that the Board of Selectmen “acting in its sole discretion, may appoint such temporary boards, commissions, committees or study groups as it may from time to time determine are necessary. For purposes of this section, only boards, commissions, committees and study groups **which are reasonably expected to remain active for one year or less shall be considered temporary.**”

With this in mind, please see my responses to your questions below.

Question #1. Does the Public Safety Working Group conflict with the Town Charter in anyway?

Answer: I am not aware of any provisions that conflict with the Town Charter. Is there something specific you want me to review?

Question #2. To approve of the proposed working group, would it still have to go to a Town Meeting seeing that it is not Commission/Committee?

Answer: If the working group is going to meet for more than one year, it should go to town meeting for approval. See my analysis above.

Question #3. Is there a legal distinction between a working group and other committees/commissions? What flexibility does this distinction allow for?

Answer: The only legal distinction in the Town Charter is the 1 year threshold contained in Section C-402. E. Otherwise, the Town Charter seems to treat a working group the same as a committee or a commission (see C-402. D. and E. above which specifically reference “study groups”). In addition, the definition of an “Appointed Board” in Section C-101. of the Town Charter is “a **Town board, commission, committee, or study group** composed of one or more Electors appointed by the Board of Selectmen.”

Question #4. If one of the standing members is not an elector for the Town of Colchester, are they unable to serve on the PSWG?

Answer: Given that standing committee members are department heads or hold other official titles, I think it is OK to allow a non-resident to serve on the PSWG. However, I would note that the definition of an “Appointed Board” in Section C-101. of the Town Charter is “a **Town board, commission, committee, or study group** composed of **one or more Electors appointed by the Board of Selectmen.**” You could argue that this language limits who can serve to electors of the Town. However, I suspect there are other working groups in which Town employees who are also non-residents serve in some capacity. Has there been push back on this issue? It may require further review if it is contentious.

Question #5. Is it legal for the bylaws to say that a quorum must include non-standing members? Will this hold up to a FOIA challenge if the standing members, who are also department heads, hold operational meetings regarding public safety that are not warned as public meetings of the PSWG?

Answer: It is legal for the bylaws of a Board to specify what constitutes a quorum. However, by establishing the PSWG you run the risk of the Freedom of Information Commission having to determine what is a meeting of members as part of PSWG vs. a standard operational meeting. I believe a distinction can be made but it can be tricky in certain circumstances. It would be helpful for these department head meetings to include non-PSWG members and to avoid discussing items that are being debated or considered by the PWG. I would advise that we reach out to FOIC if this policy remains in place in this form.

Question #6. Are there other FOIA-related implications for this proposal that the PS Subcommittee or BOS should be aware of before establishing the PSWG as described in these bylaws?

Answer: As provided in the by-laws, these working group meetings must comply with FOIA and that requires the posting of agendas and minutes. The PSWG is no different than any other Town board or commission in this regard. However, see my response in #5 above.

Thanks, Matt



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Disclaimer: Privileged and confidential. If received in error, please notify me by e-mail and delete the message.

From: First Selectman <selectman@colchesterct.gov>
Sent: Sunday, January 22, 2023 12:34 PM
To: Ritter, Matthew D. <MRitter@goodwin.com>
Cc: Brad Bernier <bbernier@colchesterct.gov>
Subject: Public Safety Working Group Bylaws & Questions

EXTERNAL EMAIL

Hi Matt,

Please review the attached bylaws for the proposed Public Safety Working Group. I am including the Public Safety Subcommittee Chairman in this email.

Questions that need to be answered:

1. Does the Public Safety Working Group conflict with the Town Charter in anyway? If so, what modifications are needed to ensure compliance?
2. To approve of the proposed working group, would it still have to go to a Town Meeting seeing that it is not Commission/Committee?
3. Is there a legal distinction between a working group and other committees/commissions? What flexibility does this distinction allow for?
4. If one of the standing members is not an elector for the Town of Colchester, are they unable to serve on the PSWG?

5. Is it legal for the bylaws to say that a quorum must include non-standing members? Will this hold up to a FOIA challenge if the standing members, who are also department heads, hold operational meetings regarding public safety that are not warned as public meetings of the PSWG?
6. Are there other FOIA-related implications for this proposal that the PS Subcommittee or BOS should be aware of before establishing the PSWG as described in these bylaws?

Sincerely,

Andreas

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

First Selectman

From: First Selectman
Sent: Saturday, April 22, 2023 10:40 AM
To: Brad Bernier
Subject: FW: FOI

Please see the response from Tom below. Let's find a date to call a meeting. - Andreas

From: Hennick, Thomas A <Thomas.Hennick@ct.gov>
Sent: Friday, April 21, 2023 11:46 AM
To: First Selectman <selectman@colchesterct.gov>
Subject: RE: FOI

Hello Andreas,

With the caveat that I am not an attorney, I find nothing objectionable in the bylaws establishing the new committee. As long as the committee adheres to the meetings provisions of the FOI Act, there should be no issues. Attorney Ritter points out the one tricky spot, the "operational" meetings. It should be made clear to those participating in those meetings that they are not meeting in their capacity as Public Safety group members, but rather as town officials.

Hope this helps,
Tom

From: First Selectman <selectman@colchesterct.gov>
Sent: Wednesday, April 12, 2023 11:39 AM
To: Hennick, Thomas A <Thomas.Hennick@ct.gov>
Cc: Brad Bernier <bbernier@colchesterct.gov>
Subject: FOI

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi Tom,

The Town of Colchester is looking to form a Public Safety Working Group and we want to ensure that the proposed bylaws are FOI compliant. Please review the attached material and let me know what changes may be needed to the proposed draft.

Sincerely,

Andreas

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Amended Memorandum of Agreement

This Memorandum of Agreement ("Agreement") is made between the Town of Colchester ("Town") and the Municipal Employees Union Independent Town Administrators ("Union") and Jason Nowosad ("Mr. Nowosad") (collectively referred to herein as the "Parties").

WHEREAS, the Town and the Union are parties to a Collective Bargaining Agreement (CBA) dated July 1, 2021-June 30, 2024 which includes the position of Building Official; and

WHEREAS, Jason Nowosad was appointed as the Town's Building Official position on February, 17, 2023 pursuant to an MOU signed on 2/17/23 by the Union and Town, and signed on 2/22/23 by the employee. That original MOU is being amended by this MOU which contains any/all exceptions to the existing collective bargaining agreement as pertaining to the position of Building Official;

NOW THEREFORE, the parties hereby agree as follows:

1. Effective February 17 Mr. Nowosad will be hired at a yearly salary of \$71,000, for the 2023-2024 contract year. This salary was arrived at considering that fact that Mr. Nowosad requested and agreed to waive health insurance benefits provide by the town.
2. The parties agree to renegotiate the Building Official salary should Mr. Nowosad decide to elect insurance at a later date to assure no increase in costs to the town.
3. The employee shall be paid for all holidays as listed in the CBA.
4. Because he has more than eight (8) years prior experience, the employee shall be given three (3) week's vacation to start and then becomes subject to the escalating vacation schedule in the CBA.
5. Sick time shall be awarded according to the CBA and shall not be pro-rated.
6. The parties agree to modify Article 9, Section 1 for the position of Building Official as follows:

30 hours a week, with weekly hours being flexible schedule and demand. Office Hours consisting of Monday, Tuesday, Wednesday, Friday-10 AM -12 PM. A minimum of 8 hours per week with more as needed depending on volume.
7. The parties agree that this position shall remain a union position In the MEUI, Local 506, SEIU, AFL-CIO, CLC Town of Colchester Town Administrators Union.
8. The parties agree to modify the first line of Article 22, Section 1 as follows:

Full-time employees, and part-time employees working a minimum of thirty (30) hours per week, will be eligible to participate in a Section 401(a) Plan after completing probation with the Town.
9. Any additions to, deletions, or modifications of any provision of this Agreement shall be effective only if made in writing and executed by the Parties.
10. This Agreement constitutes the complete understanding between the Parties concerning the matters addressed herein, and supersedes any and all prior agreements or understandings, oral or written, between the Parties addressing this topic.

AGREED TO:

FOR THE UNION:

Local Union Leadership

Dated: _____

FOR THE TOWN:

A. Bisbikos, First Selectman

Dated: _____

EMPLOYEE:

Jason Nowosad

Dated: _____

MEMORANDUM OF AGREEMENT

This agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent", Local 506, SEIU, AFL-CIO, CLC (hereinafter the "Union"). The Town and Union hereby agree as follows:

Whereas the Fire Chief and Accountant positions do not have the unilateral ability to hire or fire nor the ability to unilaterally set a budget.

Whereas, Article 1, Section 1 of the Administrator collective bargaining agreement states:

"The Town of Colchester herein recognizes the Municipal Employees Union Independent, Inc., as the exclusive bargaining representative of the following Administrative employees, whose job titles and/or job classifications were placed within the Administrative Unit by the Connecticut State Board of Labor under ME-19,290 or by agreement of the parties: Director of Operations, Fleet Maintenance Supervisor, Assessor, Fire Marshal, Director of Youth & Social Services, Engineer, Water Department Supervisor, Zoning Enforcement Officer/Assistant Planner and Finance Director.

The Town of Colchester herein recognizes the inclusion of the positions of Wetlands Enforcement Officer and Director of Senior Services into the Local 506 (Town Administrative) Bargaining Unit through a Letter of Agreement signed on November 11, 2006. The Town of Colchester herein recognizes the inclusion of the Director of Library Services effective March 2, 2009, and the Building Official effective March 15, 2015."

Therefore, the parties agree as follows:

To recognize the inclusion of the Fire Chief and Accountant effective May 1, 2023.

To amend Article 1, Section 1 of the Administrator collective bargaining agreement to state:

"The Town of Colchester herein recognizes the Municipal Employees Union Independent, Inc., as the exclusive bargaining representative of the following Administrative employees, whose job titles and/or job classifications were placed within the Administrative Unit by the Connecticut State Board of Labor under ME-19,290 or by agreement of the parties: Director of Operations, Fleet Maintenance Supervisor, Assessor, Fire Marshal, Director of Youth & Social Services, Engineer, Water Department Supervisor, Zoning Enforcement Officer/Assistant Planner, Wetlands Enforcement Officer, Director of Senior Services, Director of Library Services, Building Official, Finance Director, Fire Chief, Accountant.



Colchester Youth First Coalition

To: Andreas Bisbikos, First Selectman
From: Youth First Coalition
Re: Opioid Settlement Funds
Date: April 20, 2023

On behalf of Colchester Youth Service's Youth First Coalition, we would like to request that the Colchester Board of Selectmen designate the Coalition as the official task force for the management of the opioid settlement funds. The Coalition functions as the advisory board for Colchester Youth Service's Youth Services Bureau as mandated by state and federal statute governing all Youth Services Bureaus in the state of Connecticut.

The Coalition is represented by a multi-sector group of community members experienced in developing data-driven programming and initiatives based on the identified needs of youth and families in Colchester. As such, we are uniquely suited to determining the best use of funds from the settlement.