

## First Selectman

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**From:** First Selectman  
**Sent:** Thursday, July 27, 2023 4:36 PM  
**To:** Anthony Tarnowski; Jason LaChapelle; Rosemary Coyle; Denise Turner; Deborah Bates  
**Cc:** Mary Williamson; Andrea Migliaccio; Art Shilosky  
**Subject:** RE: Colchester

Thank you

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**From:** Anthony Tarnowski <tar51214@att.net>  
**Sent:** Thursday, July 27, 2023 4:29 PM  
**To:** Jason LaChapelle <jLaChapelle@colchesterct.gov>; Rosemary Coyle <rcogle@colchesterct.gov>; Denise Turner <dturner@colchesterct.gov>; Deborah Bates <dBates@colchesterct.gov>; First Selectman <selectman@colchesterct.gov>  
**Cc:** Mary Williamson <mwilliamson@colchesterct.gov>; Andrea Migliaccio <BOFChair@colchesterct.gov>; Art Shilosky <artshilosky@yahoo.com>  
**Subject:** Re: Colchester

Andreas:

I have another email I received today from Luann at Eversource with more details. That was sent to my Senior Center Building Account. I will share it with you and everyone else on this email shortly.

Thanks.

On Thursday, July 27, 2023 at 02:20:30 PM EDT, First Selectman <[selectman@colchesterct.gov](mailto:selectman@colchesterct.gov)> wrote:

FYI

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**From:** Magnoli, Thomas <[thomas.magnoli@eversource.com](mailto:thomas.magnoli@eversource.com)>  
**Sent:** Thursday, July 27, 2023 10:20 AM  
**To:** First Selectman <[selectman@colchesterct.gov](mailto:selectman@colchesterct.gov)>; Joseph Leone <[JLeone@ColchesterCT.gov](mailto:JLeone@ColchesterCT.gov)>  
**Subject:** FW: Colchester

Hi Andreas – See below for coast in aid to natural gas. Yes, the costs does actually go down if town hall and senior center receive natural gas.

**TJ Magnoli**  
Community Relations Specialist

Eversource Energy  
Cell: 860-796-6148

[www.eversource.com](http://www.eversource.com)



**From:** Dinihanian, Luann <[luann.dinihanian@eversource.com](mailto:luann.dinihanian@eversource.com)>  
**Sent:** Thursday, July 27, 2023 10:03 AM  
**To:** Magnoli, Thomas <[thomas.magnoli@eversource.com](mailto:thomas.magnoli@eversource.com)>  
**Subject:** Colchester

TJ:

Contribution in aid of construction IF Senior Center goes in 2024 and Town Hall in 2025 is \$77,411.

Contribution in aid of construction IF only the Senior Center in 2024 is \$88,746.

I will reach out to Tony at the Senior Center.

Thank you.

Lu

LuAnn Dinihanian

Senior Strategic Account Executive

63R Myrock Avenue

Waterford, CT 06385

Office: 860-437-4116

Cell: 203-910-1500

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## First Selectman

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**From:** Dinihanian, Luann <luann.dinihanian@eversource.com>  
**Sent:** Tuesday, August 1, 2023 2:18 PM  
**To:** First Selectman; Senior Center Building Committee  
**Cc:** Magnoli, Thomas  
**Subject:** Eversource Natural Gas Agreement  
**Attachments:** Town of Colchester 2 meters contract.docx

Good afternoon:

Attached is the natural gas agreement for two meters. One meter for the senior center and one meter for the town hall. The contribution in aid of construction is \$77,411. An easement is required too. Once the agreement is signed and the contribution is paid we will schedule the installation. The easement would need to be in place before construction begins.

If you have any questions please don't hesitate to ask.

Thank you.

Lu

LuAnn Dinihanian  
Senior Strategic Account Executive  
63R Myrock Avenue  
Waterford, CT 06385  
Office: 860-437-4116  
Cell: 203-910-1500

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**General Gas Service Agreement  
(Rates 10, 20 or 30)**

Load sheet# _____
Contractor: _____
<i>For internal use only</i>

Tariff & Meters:

	# of Meters ea. Rate		Expected Annual Usage MCF ea. Rate
Tariff:	<b>2</b>	<b>Rate 20</b>	<b>1,490 &amp; 569</b>
Dedicated Customer Phonenumber	<b>Required</b>	Not Required	
Additional Provision(s)	Attached		

<i>Customer:</i>	<u>Town of Colchester</u>	<i>Contact Email:</i>	<u>selectman@colchesterct.gov</u>
<i>Service Location:</i>	<u>16 Lebanon Ave &amp; 127 Norwich Ave</u> <u>Colchester, CT 06415</u>	<i>Billing/Notice Address:</i>	<u>127 Norwich Ave</u> <u>Colchester, CT 06415</u>
<i>Contact Phone:</i>	<u>860-537-7200</u>	<i>Property Owner:</i>	<u>Town of Colchester</u>
<i>Term:</i>	<u>15 years after service starts</u>	<i>Contribution Amount:</i>	<u>\$ 77,411.00</u>
<i>Maximum Daily Quantity(MDQ)</i>	<u>240 CCF</u>	<i>Nominal Supply Pressure:</i>	<u>2 PSIG</u>
<i>Maximum Hourly Quantity(MHQ):</i>	<u>330 CFH</u>	<i>Minimum by Customer Protection Pressure:</i>	<u>5 PSIG</u>

The words you and your mean the person identified above as "Customer." The words we, us and our mean Yankee Gas Services Company (doing business as Eversource Energy) or the "Company."

You agree to purchase gas service from us subject to the terms of this general gas service agreement including the attached Terms of Service collectively, the ("Agreement") and in accordance with the terms and conditions of the Tariff identified above and our Rules and Regulations ("Rules"), both as amended from time to time and incorporated into this Agreement by this reference. In the case of any conflict or inconsistency, the Tariff has priority, followed by the Rules, and then this Agreement. This Agreement, the Tariff, the Rules and our obligations are subject to our compliance with all of the terms, conditions and requirements imposed by the Connecticut Public Utilities Regulatory Authority ("PURA").

Your signature below confirms that you have read, understood and accepted this Agreement, including the accompanying Terms of Service, and that the information provided above is complete and accurate.

**Customer**

**Yankee Gas Services Company d/b/a Eversource Energy**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

If you have any questions or complaints concerning the terms of our service, you may write to us at Eversource Energy, 107 Selden Street, Berlin, CT 06037, Attention: Gas Sales & Marketing – NUS2 or call us at 1-800-989-0900. A current version of the Tariff and Rules can be located at <https://www.eversource.com/Content/ct-business/my-account/my-bill/gas-tariffs-rules>

{N5189648;2}



1. The Service Lines installed by us are our property, and we will retain ownership of them even after service or this Agreement has ended. All pipe and equipment beyond our meter will be furnished, installed (including pressure testing and approval by local authorities), owned, repaired and maintained by you. We will leave our installation area level with its surroundings and clean from any debris we created. You are responsible for restoring the installation area. If we disturb your paved area or sidewalk, we will patch/repair only the affected area.

2. If a Contribution Amount is required (as indicated on the first page of this Agreement), then that payment is due and owing to us upon your execution of this Agreement, and this Agreement cannot become effective until you have fully paid the Contribution Amount.

3. In our cost estimating, we have used reasonable efforts to determine the conditions under which the Service Lines will be installed. However, you agree that, in the event certain circumstances happen or are encountered including, without limitation: (a) presence of ledge or rock requiring excavation; (b) presence of retaining walls or extensive landscaping; (c) a requirement for new or expanded access rights; (d) steel pipe installations; (e) location on a state highway; (f) requirement to cross a culvert, stream or other obstacle; (g) location on a newly paved or concrete road; (h) the requirement of frost excavation; (i) the requirement of environmental remediation or any other governmental requirement; (j) the presence of underground facilities of other utilities (including your own facilities that you have installed on your property like irrigation systems, interior piping, and electric systems); or (k) any other condition not included within the calculation of our project cost estimate and which results in additional costs to us, then we reserve the right to require that you pay an increase in the Contribution Amount or a first-time Contribution Amount (if we did not require a Contribution Amount upfront). You also will pay the costs of any construction delays attributable to you. You will pay those amounts within 30 days after receiving our invoice.

4. Before we install the Service Lines, you will locate and mark out all private underground facilities (including installations described in Section 3(j) above) located on your property. We will not be responsible for damage to any underground facility that have not been properly marked or that has resulted from your negligence.

5. You will provide us, in accordance with our specifications and at no cost to us, with (a) traffic barriers in all locations where the Service Lines are subject to vehicular traffic; and (b) all necessary property easements in accordance with our standard easement acquisition policy prior to the installation of the Service Lines. You represent and warrant that the Property Owner owns the real property at the Service Location. You also must properly mark the fuel line manifold with a metal tag or other permanent identification.

6. We are not liable for delays in installing, beginning or

maintaining service not within our reasonable control, such as weather, adverse field conditions, work stoppage, acts of God or other similar event or occurrence. You must take service under this Agreement within 60 days after the date we have installed the Service Lines. If you do not take service within that period, we will notify you in writing of your obligation to do so. If you do not take service within five (5) business days of the date of that notice, then we have the right to terminate this Agreement, and you will have to pay us for the costs we paid or incurred to have installed the Service Lines, plus the costs we will have to pay to carry and retire them, and all related costs.

7. This Agreement will remain in effect for the Term indicated on the first page of this Agreement, unless sooner terminated by us as allowed under the Tariff, the Rules, this Agreement and/or the law, and will automatically remain in effect thereafter unless so terminated.

8. Gas service will be billed under the Tariff. All bills for any charges under the Tariff and this Agreement will be paid by you within 28 days of the invoice statement date (or 60 days for State or municipal service). Any bill not paid on time may result in the termination of your service per the Tariff and related statutes and regulations and will be subject to a late payment charge calculated in accordance with the Tariff and Rules. You will reimburse us for all costs of providing service to you and all sums expended in connection with any action or suit to remedy a default or collect payment, including reasonable attorney's fees and court costs.

9. TO THE EXTENT ALLOWED BY LAW, UNDER NO CIRCUMSTANCE WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE OTHER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IT BEING OUR INTENTION TO LIMIT OUR RESPECTIVE LIABILITY UNDER THIS AGREEMENT TO DIRECT DAMAGES ONLY. WE DISCLAIM ANY AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES RELATING TO GAS PRESSURE OR DELIVERY PRESSURE.

10. This Agreement, which will be governed by Connecticut law, is the entire agreement between you and us relating to gas service to the Service Location, and it can only be modified in writing signed by both you and us. Counterparts and electronic signatures will be deemed originals. No previous representations or promises made by us are binding unless they are part of this Agreement. The invalidity of one or more of the phrases, sentences or clauses contained in this Agreement will not affect the validity or enforceability of the remaining portions so long as the material purposes of this Agreement can be determined. You may not transfer this Agreement without our consent. This Agreement is binding on, and for the benefit of, successors and permitted assigns.



## First Selectman

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**From:** Joseph Leone  
**Sent:** Thursday, August 10, 2023 5:18 PM  
**To:** Mary Williamson  
**Cc:** First Selectman; Senior Center Building Committee  
**Subject:** Senior Center Gas Line  
**Attachments:** Eversource Agreement Fees; RE:

Mary,

I spoke with Tony yesterday and we discussed sharing the cost for the gas line going to the senior center 50/50, What org and object code would this come out of? Initial estimate of this line was \$75,000. I'm not sure if I have a code that this could come out of, would this be coming out of some sort of capital account?

Since the senior center had to go by the Town Hall anyways, I would consider the town hall footage would only be 70 LF the total 1070 LF based on rough scaling from the attached sketch. To me its money coming from the same pocket either way, but I need my budget to get through the remainder of the year.

Thanks,

Joe

**Joseph Leone, EIT, M.Ed**  
**Director of Public Works**  
127 Norwich Ave, Colchester CT, 06415  
Direct: (860) 537-7286





## First Selectman

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**From:** Jason LaChapelle  
**Sent:** Friday, August 11, 2023 12:06 PM  
**To:** Anthony Tarnowski  
**Cc:** First Selectman; FOI Requests  
**Subject:** Re: FOI Request: Senior Center Building Project value engineering

Thanks to the First Selectman this request has been acknowledged otherwise it would be past the 4 day requirement by the State FOI Commission. I will be in the First Selectman's office Monday afternoon to inspect the requested public records below. Please ensure they are available as we are planning on having a meeting regarding the Senior Center Building Project mid-next week.

Thanks,

Jason LaChapelle  
Board of Selectmen

**From:** Jason LaChapelle  
**Sent:** Monday, August 7, 2023 7:44 AM  
**To:** Anthony Tarnowski <tar51214@att.net>  
**Cc:** First Selectman <selectman@colchesterct.gov>; FOI Requests <foirequests@colchesterct.gov>  
**Subject:** FOI Request: Senior Center Building Project value engineering

Under the Connecticut Freedom of Information Act I-200 et seq, I request copies of the following documents, and any documents containing the following information, to be provided to me electronically.

- A list of every "value engineering" change recommended and/or suggested by the builder, a subcontractor, the architect, or anyone else involved with the Senior Center Building Project
  - The estimated savings if the proposal was accepted
  - Whether the proposal was accepted or rejected. If it was rejected, why.

If you are denying access to the requested public record(s) claiming they are exempt from public disclosure, please cite the applicable statutory exemption.

Thank you,

Jason LaChapelle  
Board of Selectmen

## First Selectman

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**From:** Jason LaChapelle  
**Sent:** Friday, August 11, 2023 12:06 PM  
**To:** Anthony Tarnowski  
**Cc:** First Selectman; FOI Requests  
**Subject:** Re: FOI Request: Senior Center design and construction alternates

Thanks to the First Selectman this request has been acknowledged otherwise it would be past the 4 day requirement by the State FOI Commission. I will be in the First Selectman's office Monday afternoon to inspect the requested public records below. Please ensure they are available as we are planning on having a meeting regarding the Senior Center Building Project mid-next week.

Thanks,

Jason LaChapelle  
Board of Selectmen

**From:** Jason LaChapelle  
**Sent:** Thursday, August 3, 2023 9:20 AM  
**To:** Anthony Tarnowski <tar51214@att.net>  
**Cc:** First Selectman <selectman@colchesterct.gov>; FOI Requests <foirequests@colchesterct.gov>  
**Subject:** FOI Request: Senior Center design and construction alternates

Under the Connecticut Freedom of Information Act I-200 et seq, I request copies of the following documents, and any documents containing the following information, to be provided to me electronically.

- A list of every "add alternate" defined in the bid proposal for the Senior Center Building Project
- The current state of every "add alternate" that was defined in the bid proposal, i.e: if the alternate is currently accepted or not accepted.

If you are denying access to the requested public record(s) claiming they are exempt from public disclosure, please cite the applicable statutory exemption.

Thank you,

Jason LaChapelle  
Board of Selectmen

## First Selectman

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**From:** Jason LaChapelle  
**Sent:** Friday, August 11, 2023 12:05 PM  
**To:** Anthony Tarnowski  
**Cc:** First Selectman; FOI Requests  
**Subject:** Re: FOI Request: Senior Center Building Project financial status

Thanks to the First Selectman this request has been acknowledged otherwise it would be past the 4 day requirement by the State FOI Commission. I will be in the First Selectman's office Monday afternoon to inspect the requested public records below. Please ensure they are available as we are planning on having a meeting regarding the Senior Center Building Project mid-next week.

Thanks,

Jason LaChapelle  
Board of Selectmen

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**From:** Jason LaChapelle  
**Sent:** Thursday, August 3, 2023 9:46 AM  
**To:** Anthony Tarnowski <tar51214@att.net>  
**Cc:** First Selectman <selectman@colchesterct.gov>; FOI Requests <foirequests@colchesterct.gov>  
**Subject:** FOI Request: Senior Center Building Project financial status

Under the Connecticut Freedom of Information Act I-200 et seq, I request copies of the following documents, and any documents containing the following information, to be provided to me electronically.

- An updated status of the Senior Center Building Project financials
- A list of all current project encumbrances, the amount of each encumbrance, and when the encumbrance was incurred
- A list of all projected and estimated future costs, broken down by individual line items to provide as much detail as possible

I have spoken to the town's finance department who has relayed to me that the town currently does not have any financial documents that show the Senior Center Building Project is over budget. They have noted that it's the building committee saying the project is over budget. I am looking for any and every financial documents I can that show the budget overage and that prove a need for the citizens to appropriate additional funds to the project.

If you are denying access to the requested public record(s) claiming they are exempt from public disclosure, please cite the applicable statutory exemption.

Thank you,



Jason LaChapelle  
Board of Selectmen

**TOWN OF COLCHESTER**  
**SAMPLE AUTHORIZATION CALENDAR**  
**Special Town Meeting and Referendum**

<u>Proposed Date</u>	<u>Town Calendar</u>	<u>Action</u>	<u>Requirements</u>	<u>Ref.</u>
___/___/2023 <i>Thursday</i>	<b>Regularly Scheduled Meetings:</b> 04/06, 04/20, 05/04, 05/18, 06/01, 06/15	<b>Board of Selectmen:</b> refers the Project to the Board of Finance and the Planning and Zoning Commission (for amendments, only if scope is being substantially altered).	Purchases that exceed one million dollars (\$1,000,000 must go to referendum.	CGS § 7-7 Charter § C-402 § C-1001 § C-1003 § C-1102 § C-1111a
___/___/2023 <i>Wednesday</i>	<b>Regularly Scheduled Meetings:</b> 04/12, 04/19, 05/10, 05/17, 06/14, 06/21	<b>Board of Finance:</b> approves a recommendation of the appropriation and the authorization for the issuance of bonds or notes.	---	CGS § 7-348 Charter § C-601 § C-1111a
___/___/2023 <i>Wednesday</i>	<b>Regularly Scheduled Meetings:</b> 04/05, 04/19, 05/03, 05/17, 06/07, 06/21	<b>Planning and Zoning Commission:</b> acts on Conn. Gen. Stat. § 8-24 referral for review as to conformance with municipal plan of conservation and development. <b>Note: only is a substantial change in project scope; this takes place before the Special Town Meeting, but it can be after.</b>	Action must be taken prior to the Town's expending any of the appropriation.	CGS § 8-24
___/___/2023	<b>Regularly Scheduled Meetings:</b> 04/06, 04/20, 05/04, 05/18, 06/01, 06/15	<b>Board of Selectmen:</b> sets the Special Town Meeting and Referendum; <b>9-369b advocacy limitations go into effect.</b>	Purchases that exceed one million dollars (\$1,000,000 must go to referendum.	CGS § 7-7 § 7-9c Charter § C-1102 § C-1111a

<u>Proposed Date</u>	<u>Town Calendar</u>	<u>Action</u>	<u>Requirements</u>	<u>Ref.</u>
___/___/2023 ____day	<i>Not later than:</i>	<b>Notice of Special Town Meeting and Referendum:</b> published and posted.	Unless the Referendum is held in conjunction with an election, publication must be not less than thirty (30) prior to the Referendum.	CGS § 7-3 § 7-9c Charter § C-1103
___/___/2023 ____day	---	<b>Special Town Meeting:</b> (1) Resolution is introduced and discussed, (2) meeting is adjourned to the referendum. No vote is taken on the Bond Resolution itself.	No vote on the Resolution.	CGS § 7-348 Charter § C-1001 § C-1102
___/___/2023 ____day	---	<b>Referendum:</b> approval requires majority of those voting; polls open a minimum of noon until eight o'clock p.m., but may be open as early as six o'clock a.m.	Referendum held no earlier than seven (7) days nor later than fourteen (14) days after Special Town Meeting.	CGS § 7-7 § 7-9b § 7-9c Charter § C-1102



## First Selectman

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**From:** Rybacki, Glenn G. <GRybacki@pullcom.com>  
**Sent:** Thursday, April 6, 2023 7:45 AM  
**To:** Rosemary Coyle  
**Cc:** First Selectman; Denise Turner; Deborah Bates; Jason LaChapelle; Senior Center Building Committee  
**Subject:** RE: SC Additional Appropriation Planning  
**Attachments:** Colchester - Sample Authorization Calendar.docx

Rosemary:

My apologies for the delay, but here are answers to your questions.

1. I have attached a blank calendar with the statutory and charter requirements for each step. I did not fill in the blanks. However, we can make the calendar work and fill in those dates when the BOS decides the time frame that you wish.
2. Yes, language can be included regarding what can or will be applied to the appropriation. We can use an expansive list of what would be applied and use "including, but limited too" language to cover as much as possible.
3. "Clear days" means the number of days between the two dates in question. One caution, statutory or charter language will always control and may even provide a definition for that term.

I hope this helps,

Glenn

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**Glenn G. Rybacki, Esq**  
**Pullman & Comley LLC**  
T 860 424 4391 • [grybacki@pullcom.com](mailto:grybacki@pullcom.com)

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**From:** Rosemary Coyle <rcoyle@colchesterct.gov>  
**Sent:** Tuesday, March 14, 2023 12:54 PM  
**To:** Rybacki, Glenn G. <GRybacki@pullcom.com>  
**Cc:** First Selectman <selectman@colchesterct.gov>; Denise Turner <dturner@colchesterct.gov>; Deborah Bates <dBates@colchesterct.gov>; Jason LaChapelle <jLaChapelle@colchesterct.gov>; Senior Center Building Committee <seniorcenterbuildingcommittee@colchesterct.gov>  
**Subject:** SC Additional Appropriation Planning  
**Importance:** High

Glen, I am sharing with you Barry Bernabe's email concerning the impact of adding an additional \$1.5M appropriation to the SC project knowing that probably the most that would be additionally bonded is \$900,000 bringing us to approximately \$7.9M of bonding due to the state grant of \$2.5M, the Bendas gift of \$575,000, other donations, grants, ARPA money to the SC from the state and any other mechanism.

In the past you have provided the town with a schedule and the steps that need to be taken to go to referendum. I know the process needs at least 30 clear days once the Town Meeting and Referendum date are sent. I'm trying to get a sense of what's the soonest we could hold a referendum on this additional appropriation.

1. Can you provide the BOS with the soonest schedule that would get us to referendum with a timeline and steps knowing that the bond language would have to be written?
2. Can the bond language be written in a way to indicate that this appropriation may be paid for with gifts, donations, or any other method including bonding? I believe we need the most flexibility on this additional appropriation.
3. Would you also define clear days for everyone so they understand what that means?

Thank you so much,  
Rosemary Coyle, Selectman

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**From:** Barry Bernabe <[bbernabe@muniadvisors.com](mailto:bbernabe@muniadvisors.com)>

**Sent:** Thursday, February 16, 2023 2:00 PM

**To:** Rosemary Coyle <[rcoyle@colchesterct.gov](mailto:rcoyle@colchesterct.gov)>

**Cc:** First Selectman <[selectman@colchesterct.gov](mailto:selectman@colchesterct.gov)>; Tony Tarnowski <[tar51214@att.net](mailto:tar51214@att.net)>; Andrea Migliaccio <[BOFChair@colchesterct.gov](mailto:BOFChair@colchesterct.gov)>; Art Shilosky <[aShilosky@colchesterct.gov](mailto:aShilosky@colchesterct.gov)>; Debbie Kratochvil <[dkratochvil@colchesterct.gov](mailto:dkratochvil@colchesterct.gov)>

**Subject:** RE: Tax Impact for Planning

Rosemary – there are two ways to analyze the mill rate impact for new capital projects.

**Option #1:** what is the impact of the new debt assuming the town has **no** existing debt service (that is what is reflected in the chart you sent to me)

**Option #2:** what is the mill rate impact of the new debt – combined with the town's existing debt service. I tend to concentrate on this option, because the amortization of the old debt mitigates the impact of the new debt.

The town's current debt service for FY 2023 is \$2,075,164 and I recommended that the town keep debt service flat at \$2,075,164 for FY 2024. The town can issue \$7,892,309 of new debt for the Senior Center and the proposed new debt service together with the prior debt service - will not be higher than the current level of budgeted debt service. Therefore, the **incremental** impact of issuing the bonds solely for the Senior Center is zero. The Senior Center debt service, by itself, is not expected to impact the current mill rate in any year. (This excludes any operating expenses and other expenses in the General Budget, such as wages & energy costs, etc.)

However, if you include the \$4,500,000 for the fire equipment – then the proposed new debt service (Fire Department & Senior Center) combined with the existing debt amortization will cause the town to increase its debt service budget as follows.

FY 2024 – debt stays flat at \$2,075,164

FY 2025 – combined debt service increases by \$75,000

FY 2026 – combined debt service increases by \$75,000

FY 2027 – combined debt service increases by \$75,000

FY 2028 – debt service stays flat

The argument **against** this analysis is – if the town did not issue any debt for the senior center or fire department – then current debt service would decrease and that decrease could be used to mitigate other increases in the general budget such as energy, wages, pension, health care, etc.

The argument **for** this analysis is the town (as AA+ rated community) wants to keep current debt levels *relatively flat* and continue to invest in needed capital improvements and improve the quality of life for residents instead of using amortizing debt service to mitigate other areas of the budget.

---

**Barry J. Bernabe**

Managing Director

Phoenix Advisors, LLC

53 River St., Suite 1

Milford, CT 06460

office: (203) 283-1110

mobile: (203) 525-7276

email: [bbernabe@muniadvisors.com](mailto:bbernabe@muniadvisors.com)



**From:** Rosemary Coyle <[rcoyle@colchesterct.gov](mailto:rcoyle@colchesterct.gov)>  
**Sent:** Wednesday, February 15, 2023 4:18 PM  
**To:** Barry Bernabe <[bbernabe@muniadvisors.com](mailto:bbernabe@muniadvisors.com)>  
**Cc:** First Selectman <[selectman@colchesterct.gov](mailto:selectman@colchesterct.gov)>; Tony Tarnowski <[tar51214@att.net](mailto:tar51214@att.net)>; Andrea Migliaccio <[BOFChair@colchesterct.gov](mailto:BOFChair@colchesterct.gov)>; Art Shilosky <[aShilosky@colchesterct.gov](mailto:aShilosky@colchesterct.gov)>  
**Subject:** Tax Impact for Planning

Last night the SCBC made a motion to ask the Town for an additional appropriation up to \$1.5M to be funded through any mechanism the Town determines - donations (Bendas donation), ARPA (state funds to SC), direct donations, general fund, capital reserve, bonding or whatever mechanism the town determines. The SCBC wanted additional information on the impact and as BOS Liaison to the SCBC, I am following up on the SCBC's request. I have included the First Selectman, Chair of the BOF, Chair of the SCBC, and BOF liaison to the SCBC on this email.

With the additional \$1.5M that will bring the project up to \$11M. The amount we have to bond would be offset by grants, donations, and ARPA funds. If the additional appropriation is approved, the breakdown would be as follows as of this date:

Grant received - during the project as bills are submitted with a 5% hold back.	\$2.5M from the state bonding.	This will be funded
Donation received - used by the Senior Center for the Senior Center.	\$575,000 Bendas memorial gift	This gift can only be
ARPA SC grant from state directly to Senior Centers	<u>\$32,691</u>	This grant goes
<b>Total grants/donations to date</b>	<b>\$3,107,691.00</b>	

This leaves a balance of \$7,892,309. Since the original bonding obligation was for \$7M, the Town is looking for up to an additional \$892,309 that may need to be bonded at this point in time. For the purpose of planning at this point in time, I believe we just include the \$892,309 number to be bonded until we determine alternative funding sources. If the town receives additional grants or donations, this number would only go down.

You provided us with the chart below in November, 2022, but clarified in an email that it was based on bonding \$9.5M. It would be helpful if the Town and the SCBC had an updated tax impact chart just for the Senior Center and based on the most recent information I have provided, including all grants and donations.

These projections are based on the latest numbers available and on projections of future assumptions for both center, such as future net interest rates for bonding, future rates of inflation, construction schedules, grand list pending is an application for a grant with the State of Connecticut awaiting the next meeting of the Bonding Committee will lower the costs shown below.

## TAX IMPACT RESULTING FROM SENIOR CENTER \* PAYMENTS ON BONDS PLUS INCREASE IN OPERATIONAL COSTS

FISCAL YEAR	MARKET VALUE							
	ASSESSED VALUE							
	ANNUAL TAX IMPACT							
	100,000	200,000	238,574	300,000	400,000	500,000	600,000	700,000
	70,000	140,000	167,002	210,000	280,000	350,000	420,000	500,000
2022/2023	0.70	1.40	1.67	2.10	2.80	3.50	4.20	5.00
2023/2024	10.50	21.00	25.05	31.50	42.00	52.50	63.00	73.50
2024/2025	12.60	25.20	30.06	37.80	50.40	63.00	75.60	88.20
2025/2026	18.90	37.80	45.09	56.70	75.60	94.50	113.40	132.30
2026/2027	18.90	37.80	45.09	56.70	75.60	94.50	113.40	132.30
2027/2028	18.90	37.80	45.09	56.70	75.60	94.50	113.40	132.30

MEDIAN ASSESSED HOME

\* based on value of 1 mil on debt

Thank you,

Rosemary Coyle, BOS Liaison to SCBC

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## First Selectman

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**From:** First Selectman  
**Sent:** Friday, July 14, 2023 10:52 AM  
**To:** Jason LaChapelle; Rosemary Coyle; Deborah Bates; Denise Turner  
**Cc:** Andrea Migliaccio  
**Subject:** Re: Senior Center Funding

Hi Everyone,

Once the budget process is complete, a joint meeting between the BOS and BOF will be scheduled to expedite a referendum on the Senior Center. Any additional appropriation above the \$9.5 M must go out to referendum.

Sincerely,

Andreas Bisbikos  
First Selectman

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**From:** Jason LaChapelle <jLaChapelle@colchesterct.gov>  
**Sent:** Friday, July 14, 2023 10:38:56 AM  
**To:** Rosemary Coyle <rcoyle@colchesterct.gov>; First Selectman <selectman@colchesterct.gov>; Deborah Bates <dBates@colchesterct.gov>; Denise Turner <dturner@colchesterct.gov>  
**Subject:** Re: Senior Center Funding

Rosemary -

You twice in your email referred to the Senior Center Building Project referendum as a "bond authorization". That is not what the vote was, and framing it as such implies the citizens voted ONLY to bond up to \$9,500,000 rather than a spending cap of 9.5m, as ruled by a judge. Once again, ANY additional dollar above the 9.5m MUST be approved at referendum regardless of the funding source.

---

**From:** Rosemary Coyle <rcoyle@colchesterct.gov>  
**Sent:** Thursday, July 13, 2023 8:27 AM  
**To:** Jason LaChapelle <jLaChapelle@colchesterct.gov>; First Selectman <selectman@colchesterct.gov>; Deborah Bates <dBates@colchesterct.gov>; Denise Turner <dturner@colchesterct.gov>  
**Subject:** Re: Senior Center Funding

Jason, no one is implying or stating we do not have to go out to referendum for the additional appropriation. I was asked a simple question about the costs of the Senior Center which I provided.

Thank you,  
Rosemary

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**From:** Jason LaChapelle <jLaChapelle@colchesterct.gov>

**Sent:** Wednesday, July 12, 2023 5:29:14 PM

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

**Cc:** Rosemary Coyle <rcoyle@colchesterct.gov>

**Subject:** Re: Senior Center Funding

Thanks for sharing.

I would like to remind the board that the citizens did not approve \$9,500,000 in bonds. As the judge found during the December 2022 court case, the referendum for the Senior Center Building Project represented a spending cap of \$9,500,000. This can be found in her ruling in multiple places, in particular on page 3 Line 8-11 and 17-19. In fact, the entire argument by the Town of Colchester was that it had not spent more than 9.5m dollars. The judge ruled against the plaintiffs (myself and Taras Rudko) stating our rights had not been violated because the town had not yet expended a sum that exceeds \$9,500,000.

The question of funding for the Senior Center Building Project is not one of bonding or funding sources, but of total expenditure. Any amount above the 9.5m must be approved at referendum, regardless of the funding source. If we are seeking to increase the cost of the project from 9.5m to 11m, the people must approve an amended amount. This something everyone seemed to understand, and agree on, after the case finished. In fact, Rosemary told me herself that she understood the 9.5m was a spending cap and supported a referendum all along, but it was Andreas who didn't.

Why they are we again talking about the appropriation of funds over \$9,500,000 without a referendum for approval?

---

**From:** First Selectman <selectman@colchesterct.gov>

**Sent:** Wednesday, July 12, 2023 9:22 AM

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

**Cc:** Rosemary Coyle <rcoyle@colchesterct.gov>

**Subject:** FW: Senior Center Funding

FYI - I'm not sure if Rosemary forwarded this to the board or not.

**From:** Rosemary Coyle <rcoyle@colchesterct.gov>

**Sent:** Monday, July 10, 2023 3:29 PM

**To:** Gerrie Transue <gkwer1945@gmail.com>; Linda Pasternak <lpasternak@sbcglobal.net>; Terry Brown <terrystandinbrown@yahoo.com>; William Otfinoski <billyot79@gmail.com>; msrmlodzinski@gmail.com; Nolaw <nolaw65@gmail.com>; Rosanne <rozt64@gmail.com>; roberta.avery@snet.net; Bonnie Trecarten <btrecarten@aol.com>

**Cc:** Andreas Bisbikos <abisbikos@colchesterct.gov>; Andrea Migliaccio <BOFChair@colchesterct.gov>; Mary Jane Slade <mjslade@colchesterct.gov>; Art Shilosky <aShilosky@colchesterct.gov>; Mary Tomasi <mtomasi@colchesterct.org>; Patty Watts <seniorcitizens@colchesterct.gov>

**Subject:** Senior Center Funding

As a result of our discussion on the financial issues related to the funding of the new senior center this morning at the COA meeting, here is the information you that you requested.

In November 2021, the citizens of Colchester authorized the Town of Colchester to bond up to \$9.5 million for a new senior center.

The SC needs an additional \$1.5M to complete the project due to escalating costs. The \$1.5M would be paid for by \$575,000 of the Bendas Memorial Gift, the ARPA SC grant from state of \$32,691, and up to \$900,000 from bonding.

So, here's the simple math on this issue -

**\$9,500,000** (authorized to be bonded in November, 2021)

+1,500,000 additional appropriations needed offset by \$575,000 Bendas, \$32,691 ARPA, Bonding, another funding source

11,000,000

-2,500,000 State Bonding Grant - This money is already being received on an ongoing basis.

8,500,000

- 575,000 - Bendas Memorial Grant

7,925,000

-32,691 - State SC ARPA Grant

**\$7,892,309** - This is the **most** we would have to bond for the Senior Center. This number is \$1,607,691 below the original bond authorization passed in November, 2021.

The following are the monies received that are offsetting the costs:

Grant received -	\$2.5M from the state bonding.	This will be funded
during the project as bills are submitted with a 5% hold back.		
Donation received -	\$575,000 Bendas memorial gift	This gift can only be
used by the Senior Center for the Senior Center.		
ARPA SC grant from state	<u>\$32,691</u>	This grant goes
directly to Senior Centers		
<b>Total grants/donations to date</b>	<b>\$3,107,691.00</b>	

Quote from Barry Bernabe, Colchester's Financial Planner, who monitors the debt service and bonding impacts -

"The town's current debt service for FY 2023 is \$2,075,164 and I recommended that the town keep debt service flat at \$2,075,164 for FY 2024. The town can issue \$7,892,309 of new debt for the Senior Center and the proposed new debt service together with the prior debt service - will not be higher than the current level of budgeted debt service. Therefore, the **incremental** impact of issuing the bonds solely for the Senior Center is zero. The Senior Center debt service, by itself, is not expected to impact the current mill rate in any year."

Sincerely,  
Rosemary Coyle  
Selectwoman