



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda  
Regular Meeting @ 7pm  
Thursday, July 6, 2017  
Colchester Town Hall  
Meeting Room 1**

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
  1. Approve Minutes of the June 15, 2017 Regular Board of Selectmen Meeting
  2. Approve Dime Oil Heating Oil and Diesel Fuel Contract for 2017-2018
  3. Approve Resident Trooper Contract for 2017-2019
  4. Approve Senior Center Tai Ji Quan Contract 7/1/2017-6/30/2018
  5. Approve Senior Center Yoga Instructor Contract 7/1/2017-6/30/2018
  6. Approve Senior Center Zumba Gold Instructor Contract 7/1/2017-6/30/2018
  7. Approve Senior Center Sittercize Instructor Contract 7/1/2017-6/30/2018
  8. Approve Senior Center Exercise Instructor Contract 7/1/2017-6/30/2018
  9. Commission on Aging – Resignation of Robert Gustafson
  10. Tax Refunds and Rebates
5. Budget Transfers
6. Boards and Commissions – Interviews and/or Possible Appointments
  - a. Parks and Recreation
    1. Matt Pulse possible appointment for a four year term to expire 11/1/2020
    2. Steve Langello to be interviewed
    3. Tracey Bruni to be interviewed
  - b. Police Commission – Christopher Cameron possible appointment for a three year term to expire 11/1/2019
  - c. Open Space – Sandra DeRusa to be interviewed
7. Public Hearing, Discussion and Possible Action Regarding an Appointed Official
8. Discussion and Possible Action on Charter Revision Final Draft Document
9. Discussion and Possible Action on Proposed Open Space Land Swap
10. Discussion and Possible Action of a Policy Regarding the Use of Remotely Controlled Aircraft (Drones) on Town Property
11. Discussion and Possible Action on Sending Out the Motor Vehicle Tax Bills
12. Citizen's Comments

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COLCHESTER, CT  
2017 JUN 29 PM 3:42  
*Gayle Furman*  
GAYLE FURMAN  
TOWN CLERK

13. First Selectman's Report

14. Liaison Reports

15. Adjourn



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes  
Regular Meeting Minutes  
Thursday, June 15, 2017  
Colchester Town Hall @ 7pm**

**MEMBERS PRESENT:** First Selectman Art Shilosky, Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla,

**MEMBERS ABSENT:** Selectman John Jones

**OTHERS PRESENT:** Town Clerk G. Furman, PW Director J. Paggioli, Registrar D. Mrowka, Chairman of Board of Finance R. Tarlov, Chairman of the Economic Development Commission J. Walsh and Clerk Gail Therian

**1. Call to Order**

A Shilosky called the meeting to order at 7:00

**2. Additions to the Agenda – None**

**3. Citizen's Comments – None**

**4. Consent Agenda**

1. Approve Minutes of the June 1, 2017 Regular Board of Selectmen Meeting
2. Tax Refunds and Rebates

\$100 to Robert Gagnon, \$221.84 to Nissan Infinity LT, and \$101.40 to Rossi Law Offices LTD

R. Coyle moved to approve the consent agenda, seconded by D. Mizla. Unanimously approved. MOTION CARRIED

**5. Budget Transfer**

D. Mizla moved to approve the transfer of \$23,525. from 11411-40101 Planning & Code Administration – Regular Salary to 12202-40101 Fire – Regular Salary; \$1,800 from 11411-41230 Planning & Code Administration – FICA/Retirement to 12202-41230 Fire – FICA/Retirement; \$198 from 11411-41210 Planning & Code Administration – Employee Related Insurance to 12202-41210 – Employee Related Insurance; \$8,182 from 11110-50900 Contingency to 12101-44200 – Police – Resident Trooper, seconded by S. Soby. Unanimously approved. MOTION CARRIED

**6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations**

- a. Blight Ordinance Citation Hearing Officer – Donald Philips possible appointment for a three year term to expire 6/15/2020

R. Coyle moved to appoint Donald Philips as Blight Ordinance Citation Hearing Officer for a three year term to expire 6/15/2020, seconded by S. Soby. Unanimously approved. MOTION CARRIED

- b. Youth Services Advisory Board – Pamela Scheibelein possible appointment for a three year term to expire on 12/1/2019

S. Soby moved to appoint Pamela Scheibelein as a member to the Youth Services Advisory Board for a three year term to expire on 12/1/2019, seconded by R. Coyle. Unanimously approved. MOTION CARRIED

- c. Police Commission

1. John Carroll to be interviewed – not present
2. Christopher Cameron possible appointment for a three year term to expire 11/1/2019

No action taken.

- d. Parks and Recreation Commission – Matt Pulse to be interviewed – was interviewed

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COLCHESTER, CT  
2017 JUN 19 AM 9:58  
GAYLE FURMAN  
TOWN CLERK

**7. Discussion and Possible Action on EDC Map at the Airline Trails**

Jean Walsh, Chairman of the Economic Development Commission, presented the idea of posting a "Map of Places to Eat" on the informational boards located at the entrances at each spur of the Airline Trail. It would be used to promote local eateries in Town and would be at no cost to the Town. The map would consist of "you are here", a map of the Town and the eateries in Town. She said that the first one would be placed at the entrance of the spur of the Trail at Lebanon Avenue. She will need to obtain permission from the State to at the other locations as these are on State owned land. Discussion followed.

D. Mizla moved to approve the posting of an Informational Map at the Airline Trails and permission to go to the State for their final decision, seconded by R. Coyle. Unanimously approved. MOTION CARRIED

**8. Presentation and Discussion on Charter Revision Final Draft Document**

(attachments-2) A. Shilosky said that the final draft document had been received that day. He said that this will be on the July 6, 2017 agenda for discussion. Chairman Gregg LePage explained the timeline in order for these revisions to be on the November 2017 ballot. A public hearing must be held no later than 45 days after the final draft has been submitted to the Town Clerk. He reviewed the six points that will be the questions on the ballot.

The Board agreed that the Charter Revision Final Draft Document will be discussed at the next meeting to be held on July 6, 2017.

**9. Discussion and Possible Action on 12 Balaban Road WPCA Customer**

J. Paggioli reviewed the Sewer and Water Commission's recommendation to the Board of Selectmen regarding the possible connection to the Town's Sanitary Sewer System, in accordance with the Connection Policy of the Town for the property at 12 Balaban Road. He said the Connection Policy of the Town requires the developer to be responsible for all costs. Discussion followed.

D. Mizla moved that the Board of Selectman acting as the W.P.C.A. of the Town of Colchester, accept the property at 12 Balaban Road as a customer and connection to the Town of Colchester Sanitary Sewer Collection System subject to the existing Connection and Fee Policy or other mutually agreed to consideration, seconded by S Soby. Unanimously approved. MOTION CARRIED

**10. Discussion and Possible Action on Bacon Academy Board of Trustees Lease Agreement**

A. Shilosky said that this is the lease for Bacon Academy building located at 84 Main Street. He said that the taxes for this building are covered in the Town's budget. This is a three year lease with the option to extend it for an additional ten years. Discussion followed.

S. Soby moved to approve the lease with the Bacon Academy Board of Trustees and to authorize the First Selectman to sign any necessary documents and lease agreement, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

**11. Citizen's Comments – None**

**12. First Selectman's Report –**

A. Shilosky reported that the Town Budget and the Board of Education Budget were passed on Tuesday, June 13, 2017.

**13. Liaison Reports**

R. Coyle reported on Chatham Health District – Director of Health's contract extended two (2) months to allow the complete evaluation process, current contract expires July 1, 2017. A discussion of evaluation tool for Director was discussed. Several issues relating to vacations as they relate to new hires, carryover and creation of vacation policy was discussed and the Director will formulate a draft policy.

W.J.J.M.S. Building Committee – approved \$2,386,840.61 in invoices, the largest portion \$2,362,409.78 to O & G Industries. Another company provided a presentation regarding providing pictorial as built. In addition this company provides live video, total documentation system stored in the cloud. Project Manager – June Activities – erection of structural steel, underground utilities and building services begin, structural work in areas A & B, summer site work with close of school demo/abatement for new boiler room (found some asbestos) and had a meeting with State on space waiver issue and is awaiting final decision.

Fire Department - \$8,300 capital repair to the oil fired hot water heater and piping for leaks, which flooded boiler room and caused mold. State of CT boiler inspector assessed the issue. Part of mold remediation had to be done by contractor at no cost to the Town. An ambulance crew member was assaulted. This led to discussion on

proper protective equipment and self-defense training. There is an issue of training new fire fighters because of the Governor's budget which eliminated all funding for fire schools. This means no training to certify fire fighters, which takes 360 hours. The Hartford Fire School may be kept open. The estimated cost for training is \$2,000 for FF1 and \$1,000 for FF2.

S. Soby reported that he attended the Sewer and Water Commission meeting which was held at the Water Treatment facility. It was very informative and complimented the staff on their work.

D. Mizla – Park and Recreation – Ordinance has been approved and will effective on July 10, 2017. A copy of the Ordinance will be sent to all league presidents. Donations are needed in order for the 57 Fest to be held this year. Youth Services Advisory Board – there is a tie dyed t-shirts fundraiser being held. The Youth Leadership Award was awarded to Brianna Stonick. In addition to the cash award a going to college basket was awarded to her. A "Junk in the Trunk" event will be held. A \$10 registration fee will be charged and participants will hold a tag sale out of the trunk of the car.

Board of Education - Don Levine, PE/Health teacher at C.E.S, raised \$25,000 for the American Heart Association. He has raised \$150,000 over the years. The Colchester Learning Foundation awarded \$1,000 for each Colchester school for innovation nation. J. Mathieu, retiring Superintendent of Schools, was awarded a plaque for his service.

**14. Adjourn**

S. Soby moved to adjourn at 7:51 p.m., seconded by Rosemary Coyle. Unanimously approved. MOTION CARRIED.

**Attachments:**

Charter Revision Timelines Memorandum  
Draft of Revised Charter

Respectfully submitted,

Gail Therian, Clerk



**N. Maggie Cosgrove  
Chief Financial Officer  
Finance Department**

Date: June 26, 2017

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Contract with Dime Oil – FY 2017-2018 Unleaded Gasoline, Diesel  
Fuel and Heating Oil

Description

Heating oil, unleaded gasoline and diesel fuel are purchased on the commodities market based on daily pricing. The Finance & Facilities Departments have obtained quotes on an ongoing basis from our current supplier starting in December 2016 when the budget projections were being developed. On June 20, 2017, based on the quotes for that day, a decision was made to enter into a contract for the 2017-2018 year.

The attached contract allows the Town to purchase unleaded gasoline at a fixed price per gallon of \$1.5097 per gallon (excluding taxes), diesel fuel at a fixed price of \$1.6061 (excluding taxes) and heating oil at \$1.5998 (excluding taxes) for the 2017-18 Fiscal Year. These prices represent an increase from the 2016-17 contracted prices of \$1.4481, \$1.4750, and \$1.4721 for unleaded gasoline, diesel fuel and heating oil respectively, however the prices represent a significant reduction in pricing since the initial quotes were obtained.

Recommendation

Authorize First Selectman to sign the attached contract with Dime Oil for the purchase of unleaded gasoline, diesel fuel and heating oil for the contract period of July 1, 2017 through June 30, 2018.

## Contract Terms & Conditions

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

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

This agreement dated June 20, 2017, by and between Dime Oil Co LLC ("seller") and the Town and BOE of Colchester ("buyer") is subject to the Terms and Conditions listed herein, and Seller agrees to sell to Buyer, and Buyer agrees to purchase and receive from Seller, the following quantities of the following Product(s), under the Payment Terms, during the Delivery Period of July 1, 2017 to June 30, 2018, and at the Price(s), and Delivery Locations(s) with their respective individual allocations specified below.

Location	Address	Product	Price	Allocation
Bacon Academy	611 Norwich Ave	Heating Oil	\$1.5998	162,500
Colchester Elementary School	315 Hall Hill Road	Heating Oil	\$1.5998	
Jack Jackter Intermediate	215 Hall Hill Road	Heating Oil	\$1.5998	
Facilities Shop	367 Hall Hill Road	Heating Oil	\$1.5998	
WJJ Middle School- Building A	380 Norwich Ave	Heating Oil	\$1.5998	
WJJ Middle School- Building B	380 Norwich Ave	Heating Oil	\$1.5998	
Senior Center	95 Norwich Ave	Heating Oil	\$1.5998	
Youth Center	40 Norwich Ave	Heating Oil	\$1.5998	
Colchester Fire Co #1	52 Old Hartford Rd	Heating Oil	\$1.5998	
Colchester Fire Co #2	424 Westchester Rd	Heating Oil	\$1.5998	
Cragin Memorial Library	8 Linwood Ave	Heating Oil	\$1.5998	
Parsonage/ Museum	8 Linwood Ave	Heating Oil	\$1.5998	
Town Hall	127 Norwich Ave	Heating Oil	\$1.5998	
Sewer Department	55 Elmwood Heights	Heating Oil	\$1.5998	
Highway Department	300 Old Hartford Rd	Diesel Fuel	\$1.6061	80,000
Sewer Department	55 Elmwood Heights	Diesel Fuel	\$1.6061	
Water Tower	140 Taintor Hill Rd	Diesel Fuel	\$1.6061	
M&J Bus Company	355 New London Rd	Diesel Fuel	\$1.6061	
Highway Department	300 Old Hartford Rd	87 Oct Gas	\$1.5097	34,000
Total #2 Heating Oil Purchased:				162,500
Total Ultra Low Sulfur Diesel Purchased:				80,000
Total 87 Octane Gasoline Purchased:				34,000

Payment Terms: Net 30 Days.

1. Taxes: All prices are exclusive of taxes. Currently, the following taxes are applicable to fuel oil purchases by municipalities. The NORA (National Oilheat Research Alliance) Assessment of \$0.0020 cents per gallon applies to purchases of fuel oil used for heating. The LUST tax (Leaking Underground Storage Tank) at \$0.0010 cents per gallon and the Spill Recovery fee of \$0.0021 both apply to #2 Heating Oil, Diesel Fuel and Gasoline. The CT Gross Receipts tax, currently only applicable on gasoline, is at an effective rate of 8.814% of the total sale. Any tax, or governmental charge or increase thereof now due or hereafter imposed and assessed to Dime Oil thereof due to purchasing, selling, or delivering the product such as, but not limited to Sales Tax, Use Tax, Excise Tax, Gross Receipts Tax, and Superfund Tax, may at Dime Oil Companies option, be added to the purchase price. The Town and BOE of Colchester shall provide federal and state tax identification numbers and shall complete exemption certificates before the commencement of this contract.

2. Dime Oil reserves the right to refuse delivery to any tank and/or location, which, in its sole discretion is deemed unsafe by an employee of Dime Oil. Deliveries will only resume once the problem is resolved and the tank is again deemed safe for delivery.
3. Payment: Payment terms are net 30 days. If payments are received later than 30 days from the date of delivery, finance charges may be assessed at a rate of 1% per month plus collection fees if necessary. In the event payment is not received from the Town and BOE of Colchester in accordance with the terms provided herein, payment in full of any obligations of Buyer to Seller shall be given by Buyer before further deliveries are made. The Town and BOE of Colchester hereunder shall give Seller upon requesting advance payment or security satisfactory to Seller if payments are not made within the specified terms listed above and Seller may withhold deliveries until such payment or security is received.
4. If a location on "will call" status (non-automatic), should either require a same day delivery, or requests a delivery scheduled outside of our normal working hours, Dime Oil reserves the right to add a surcharge for the cost of providing an emergency delivery if one is requested.
5. Delivery: Diesel fuel and gasoline purchases will be delivered in approximately equal amounts prorated over contract periods. Fixed price on Heating Oil will remain in effect at the established price per gallon ratable per month by degree day for the individual delivery location for all product up to the contract amount during the period of July 1, 2017 through June 30, 2018. Buyer will be granted a +0% variance in allocation coverage for the delivery period specified and a -2% for gallons not consumed.
6. Buyer agrees to pay Seller the price established above for the indicated delivery location for all products up to the contract or allocation amount. If gallons actually purchased exceed 100% of gallons allocated for the respective delivery location as listed above, the Seller reserves the right to offer one or all of the following options:
  - a. All overage will be billed at a differential price of .0989 per gallon plus the New Haven average quotation for Reseller Rack Prices as published daily in the Oil Price Information Service "OPIS" for the date of delivery.
  - b. Extend the fixed price contract at the same terms and conditions.
  - c. Renegotiate a fixed price based on the current market conditions.If gallons actually purchased are less than 98% of gallons allocated for the respective delivery location as listed above, the Seller reserves the right to offer one or all of the following options:
  - a. Extend the fixed price contract at the same terms and conditions until the actual gallons used are at least 98% of the respective quantities allocated above.
  - b. Terminate the contract.
  - c. Buyer will purchase the quantity not used at the price per gallon quoted in the bid. Seller shall have no obligation to deliver the actual volume not consumed by purchaser within the contract period.
  - d. If the buyer fails to consume the un-lifted volume, the Town and BOE of Colchester will pay Dime Oil Company reasonable liquidated damages for such deficient lifting's. This fee shall not be construed as a penalty, but a deficiency fee equal to the difference between the aggregate purchase price for the un-lifted volume and the lowest OPIS posting for the month(s) with un-lifted volumes. Dime Oil Co shall not be entitled to any amounts from buyer if the lowest OPIS posting is greater than the fixed price contract rate per gallon.
7. Force Majeure: Seller shall not be responsible for damages caused by delay or failure to perform, in whole or in part, hereunder or noncompliance with any of the terms hereof when such delay, failure or noncompliance is attributable to acts of God, strikes, lockouts, fires, floods, storms, explosions, embargoes, acts or compliance with requests of any governmental authority without regard to legal validity, war conditions, acts of terrorism, accidents, delays in transportation, any allocation program or rationing or priorities in effect pursuant to governmental direction or request or instituted in cooperation with any governmental authority, or other cause beyond control of the Seller whether or not similar to those enumerated.
8. The Town and BOE of Colchester is required to give Dime Oil Company notice of changes to tank sizes, removal of tanks, and/ or construction near where tanks are to be serviced. If quantities used at listed locations should change drastically where it would greatly impact the scope of the contract it may be subject to additional delivery



fees. Demurrage charges may also be assessed should a driver be delayed or unable to make a delivery due to snow, ice, parked vehicles or debris near or covering the fill area.

9. End of Year Deliveries: By initialing below the Town and BOE of Colchester must specify if they will require their fuel oil tanks topped off to approximately 90% of capacity during the month(s) of May and or June. This information is necessary so that we may secure sufficient quantities of heating oil and or diesel fuel for May and or June 2018 at the contract price per gallon. If no response is indicated below regarding this matter prior to purchases for this contract it will be assumed that May and June fuel will be purchased according to either a degree day heat curve for #2 heating oil or for diesel and gas it would be your average monthly allotment. Degree day heat curve is defined as 4% of your total allotment for May and 2% of your total allotment for June. Average Monthly allotment is defined as 10% of your total allotment for May and 6% of your total allotment for June.
10. Fixed price contracts reflect market conditions at time of order. These prices are based on the New York Mercantile Exchange or NYMEX. Prices on the NYMEX are extremely volatile. Price will remain firm for allocated contract gallons once both the seller and the buyer have signed a copy of this contract.
11. No delay or omission on the part of the Seller in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Seller, nor shall any delay, omission or waiver on any one occasion(s) be deemed a bar to or waiver of the same or any other right on any future occasion(s) of any portion of this agreement. Other conditions may apply.
12. Buyer acknowledges that they have had a reasonable opportunity to read and have read and understood the terms and conditions of this Agreement.

**Acceptance of Contract Terms and Conditions**

**Buyer:** Town and BOE of Colchester

**Seller:** Dime Oil Co LLC

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

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

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

Title: Manager

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

Name: Tracy Cyr

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

Date: June 21, 2017

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

For #2 Heating Oil please indicate YES / NO if the Buyer wishes to have all tanks topped off at the contract rate during May and or June of 2018. \_\_\_\_\_ Initial

For Ultra Low Sulfur Diesel fuel please indicate YES / NO if the Buyer wishes to have all tanks topped off at the contract rate during June of 2018. \_\_\_\_\_ Initial

Please note that any municipality that elects to not top off at the contract rate could still fill their tanks next May / June 2018, only the price may be at a differential rate per gallon over the New Haven Harbor Low.



**STATE OF CONNECTICUT**  
**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION**  
**LEGAL AFFAIRS UNIT**

June 16, 2017

Shiloski Art, First Selectman  
Town Office Building  
127 Norwich Ave.  
Colchester, CT 06415

Dear First Selectman Art:

Enclosed please find a proposed renewal of the Resident Trooper Contract, for the period July 1, 2017 through June 30, 2019. Please note in addition to minor edits, the following revisions were made to the contract language:

1. Under section **I., D. Reports and Records**, the following language has been added regarding the Town's response to Freedom of Information requests for police investigative records: The Town shall respond to any Freedom of Information requests for such records by informing the requester that such records are under the sole custody and control of DESPP State Police.

2. Under section **I., D. Reports and Records**, the following language has been added to address interoperability of records management systems: The Town shall be responsible for and shall fully support interoperability of the records management system and the initiatives impacting such technology systems between the Town and DESPP State Police.

3. Under section **I., E. Technology**, the following language has been added: Such technologies include, but are not limited to body-worn cameras, license plate readers, and electronic defense weapons.

Please review the enclosed contract, including the proposed Resident Trooper allocation, execute where indicated, and return to this office.

We look forward to our continued working partnership.

*1111 Country Club Road  
Middletown, CT 06457  
Phone: (860) 685-8150/Fax: (860) 685-8611  
An Affirmative Action/Equal Opportunity Employer*

Sincerely,

A handwritten signature in black ink that reads "Antoinette M. Webster". The signature is written in a cursive style with a large, sweeping initial 'A'.

Antoinette M. Webster, Esq.  
Senior Administrator and Special Counsel  
Department of Emergency Services and Public Protection

Enclosure

cc: Commissioner Dora B. Schriro  
Colonel Alaric Fox  
Lt. Col. David Rosado  
Christine P. Plourde, Esq.  
RoseMarie Peshka, DESPP Fiscal

**CONTRACT BETWEEN THE STATE OF CONNECTICUT DEPARTMENT OF  
EMERGENCY SERVICES AND PUBLIC PROTECTION, DIVISION OF STATE  
POLICE AND THE**

**TOWN OF:** Colchester

**TOWN ADDRESS:** 127 Norwich Ave.  
Colchester, CT 06415

**FOR THE SERVICES OF RESIDENT STATE POLICE TROOPERS**

**TOWN FEIN#:** 06-6001974 **AGREEMENT NUMBER:** 2000/654

**CONTRACT PERIOD:** July 1, 2017 to June 30, 2019

In consideration of the Town of Colchester (hereinafter the "Town"), acting through its Chief Executive Officer (hereinafter the "Town CEO"), duly authorized, paying all costs pursuant to Connecticut General Statutes Section 29-5, as may be amended, and other good and valuable consideration, the Department of Emergency Services and Public Protection ("DESPP"), Division of State Police (hereinafter the "State Police"), acting through its Commissioner, duly authorized, hereby agrees to provide the Town of Colchester with the services of one (1) Resident State Police Trooper(s) during the above-referenced contract period.

This Contract is subject to the following additional terms and conditions:

**I. Law Enforcement Operations and Activities**

**A. Authority Over Police Operations.** The Town hereby delegates to the State Police the authority to supervise and direct the law enforcement operations of appointed constables and police officers in the Town as set forth below.

1. Except for terms and conditions that conflict with the Town's obligations under the Connecticut Municipal Employee Relations Act (hereinafter "the MERA") and/or are contained within any collective bargaining agreement between the Town and the town police officers' or constables' collective bargaining representative, all town police officers and constables shall be subject to applicable provisions of the current Resident State Trooper Program Administration and Operations Manual of the Department of Emergency Services and Public Protection (hereinafter the "Manual"). Copies of the Manual shall be provided to the Town CEO and each police officer or constable of the Town who shall be responsible for compliance therewith. The Town shall ensure that each police officer or constable in the Town provides a signed copy of the form attached hereto as Exhibit A evidencing such town police officer's or constable's

receipt of the Manual and his or her understanding that he or she is responsible for adhering to its provisions, excepting only those terms and conditions that conflict with the Town's obligations under the MERA and/or are contained within any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative.

2. The Town shall promptly advise the State Police in writing of any terms and conditions of the current Manual which the Town reasonably believes conflict with any provision of any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative and shall provide a copy of any such agreement to the State Police.
3. During collective bargaining, the Town shall attempt to negotiate terms and conditions consistent with the performance standards and other provisions of the Manual.

#### **B. Patrol Activities and Assignments**

The Resident State Police Supervisor or Trooper, as applicable, assigned to each Town shall be solely responsible for making all patrol and special activity assignments for Town police officers or constables, including the law enforcement duties to be performed, taking into consideration the needs of the Town after consultation with the Town CEO, sound police practices, and any rights of the Town police officers or constables as specified in any collective bargaining agreement between the Town and the constables'/officers' collective bargaining representative and the Town's obligations under the MERA.

Prior to submission, the Town shall confer with the Troop Commander regarding anticipated grant applications related to law enforcement activities including as examples, DOT enforcement initiatives, equipment, or technology. The DESPP Grant Unit is available as a resource to assist the Town with the application process. It is understood that the Town, and not a Trooper, shall be the sole signatory on grant applications. Additionally, the Town shall be responsible for compliance with all grant terms and conditions and shall administer said grant funds in accordance with any grant approval. Any law enforcement technology or equipment purchases resulting from grant approvals shall be compatible with DESPP State Police systems in accordance with the technology interoperability identified in Section I, paragraph E below.

#### **C. Investigative Methods**

The use of investigative methods, including but not limited to the conduct of all criminal investigations, application for and execution of all arrest and search warrants, use of force, vehicular pursuits, related activities, and reporting procedures, in the Town shall be in accordance with the provisions of the Manual.

1. Serious crimes, serious injury crimes and most complex incidents that involve in-depth, follow-up investigation, crime scene processing, seizure of evidence, application for and execution of search warrants, and out-of-town investigative work shall be conducted by the Resident State Police Supervisor or Trooper, as applicable, by State Police personnel assigned to the area State Police Troop, respective State Police major crime unit or any other State Police investigative unit deemed appropriate by the State Police. The State Police may, in its sole discretion, make exceptions to this policy on a case-by-case basis. A serious or complex investigation may be assigned to a town police officer or constable by the State Police after taking into consideration the nature of the case, requirements of the investigation, the shift resources, response time, and the experience and training of the Town police officer or constable.
2. Every effort will be made by the State Police to allow a Town police officer or constable to remain involved in self-initiated, serious criminal investigations to the extent consistent with sound law enforcement investigative principles and practices.

#### **D. Reports and Records**

All police investigative records generated by Town officers shall be the property of DESPP State Police and shall be prepared, formatted and submitted to DESPP State Police in the manner approved by DESPP State Police. The Town shall respond to any Freedom of Information requests for such records by informing the requester that such records are under the sole custody and control of DESPP State Police. The Town may direct requests for motor vehicle accident reports to the Troop for processing in accordance with DESPP State Police policy.

All police investigative records generated by Town officers shall comply with the retention requirements of the regulations adopted by the State Librarian under the authority of section 11-8 of the Connecticut General Statutes and shall comply with the record storage requirements outlined by the Department of Administrative Services, Bureau of Enterprise Systems & Technology.

The Town shall be responsible for providing network connection and interoperability to DESPP State Police Records Management System in accordance with the requirements of DESPP State Police. The Town shall be responsible for and shall fully support interoperability of the records management system and the initiatives impacting such technology systems between the Town and DESPP State Police.

#### **E. Technology**

The Town shall be responsible for and shall fully support interoperability of information technology systems and initiatives impacting technology systems between the Town and DESPP State Police. In order to fully support interoperability, the Town shall inform DESPP State Police of all anticipated technology purchases

and initiatives related to law enforcement technologies before the Town purchases and/or acts on vendor agreements. Such technologies include, but are not limited to, body-worn cameras, license plate readers, and electronic defense weapons. DESPP State Police shall respond to the Town as to if the technology and/or initiative proposed can be interfaced with DESPP State Police technology systems and/or whether the technology or initiative is compatible with the DESPP State Police technology systems. Compatibility shall include, but not be limited to connectivity, storage, retrieval, security and system to system communication. It is understood that the Town shall incur any costs associated with interfacing, connecting, storing, retrieving and/or creating the proposed technology system and/or initiative.

To ensure interoperability between the technologies, the Town shall identify an information technology liaison to serve as a technical contact to address technical changes and/or upgrades relating to law enforcement technologies.

#### **F. Telecommunications**

The Town shall follow all DESPP State Police procedures regarding use, access and maintenance of State Police supplied telecommunications equipment and technology. If the Town operates its own radio system and dispatch function, Town police officers/constables, when dispatched to respond to an incident by such dispatch center, shall immediately notify the Troop State Police dispatch center of the incident to which they are responding.

#### **G. Chain of Command**

Resident State Police Supervisors or Troopers, where applicable, shall directly supervise the law enforcement operations of all Town police officers or constables. The Town CEO of a resident trooper town shall have reasonable, direct access to the area State Police Troop Commander, the Resident Trooper Supervisor and Resident State Police Troopers for regular and on-going communications regarding law enforcement in the Town.

1. In the absence of the assigned Resident State Police Supervisor or Trooper, where applicable, the chain of command for Town police officers or constables shall progress to the area State Police Troop Commander, or his duly assigned on-duty shift supervisor, and to the State Police District Commander.
2. The intent of this contract is to provide positive direction for the working relationship between Town police officers/constables and State Police personnel. All significant conflicts between Town police officers/constables and State Police personnel shall be referred to the next senior officer in the State Police chain of command.

## **H. Use of Police Canines by Town Police Officers/Constables**

The use of Town police canines by Town police officers/constables shall be consistent with State Police policies and procedures. Towns electing to use alternative programs for training and certification or recertification of police canines shall assume all costs and liabilities associated with such programs. In the event a Town police canine is employed in a manner inconsistent or contrary to policies and procedures of DESPP, the Town assumes all liability for any injuries or damages caused thereby.

## **I. Overtime**

The State Police retains the right to make overtime assignments of State Police personnel in accordance with the prevailing State Police collective bargaining agreement and state law. Overtime assignments in the Town that require State Police services outside the scope of this contract and Connecticut General Statutes Section 29-5 such as those that fall within the scope of Connecticut General Statutes Section 7-284 shall be assigned in accordance with the prevailing State Police collective bargaining agreement and paid for by the Town in accordance with the prevailing rates for private contractor extra duty overtime assignments. This provision is intended to apply only to overtime performed by State Police personnel and is not intended to limit the rights of local officers or constables under any applicable local collective bargaining agreement.

## **II. Administrative Responsibility**

**A.** The Town shall retain administrative responsibility for its personnel, including but not limited to, ensuring compliance with entry level standards for newly hired police officers or constables and training and certification requirements established by the Police Officer Standards and Training Council (POSTC) in accordance with the provisions of Connecticut General Statutes Section 7-294a *et seq.* and associated Regulations of Connecticut State Agencies or as otherwise required by law, compensation for services rendered, hours or shifts to be worked, and provisions of uniforms and equipment.

1. Resident State Police Supervisors or Troopers, as applicable, shall cooperate with the Town by scheduling Town police officers and constables so as to enable them to meet these requirements in a timely manner.

## **B. Administrative Investigations/Discipline**

All misconduct or performance issues on the part of Town police officers or constables which cannot reasonably be resolved through counseling or the issuance of a Performance Observation Report by the Resident State Police Supervisor or Trooper, if applicable, and which may warrant the imposition of discipline, however



minor, or the need for additional remedial training, shall be promptly reported to the Town CEO. The Town CEO shall be kept apprised of any counseling or the issuance of any Performance Observation Reports.

1. Allegations of misconduct on the part of Town police officers or constables which cannot reasonably be resolved through counseling or the issuance of a Performance Observation Report by the Resident State Police Supervisor or Trooper, if applicable, and which may warrant the imposition of discipline, however minor, shall be investigated by the State Police in a manner consistent with the provisions of the Manual and with any collective bargaining agreement between the Town and the constables'/officers' collective bargaining representative, if any. The State Police may recommend the imposition of appropriate disciplinary measures and/or remedial training for Town police officers/constables. Imposition of discipline, if any, upon Town police officers/constables, or assignment for additional training to remedy performance deficiencies on the part of Town police officers/constables, shall be the responsibility of the Town.

### **C. Evaluations**

In accordance with its obligations under the MERA and consistent with the terms of any collective bargaining agreement between the Town and constables' or police officers' bargaining representative, the Town shall implement a work performance evaluation system for all of the Town's police officers or constables. Such work performance evaluations shall be issued at least annually.

1. The Town recognizes that evaluations are: 1) an effective supervisor's tool; and 2) that they identify superior or substandard work performance.
2. Consistent with the terms of any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative, the Resident State Police Supervisor or Trooper, if applicable, and DESPP shall provide recommendations to the Town CEO concerning the periodic evaluation of the work performance of Town police officers or constables.
3. The Town shall make the final disposition on all work performance evaluations. Copies of completed work performance evaluations shall be filed in each Town police officer's/constable's official personnel files which shall be available to Resident State Police Supervisors and Troopers, as applicable, upon request.

## **III. Payment for Services Rendered**

### **A. Costs and Schedule of Payments**

The Town agrees to reimburse the State Police for the cost of compensation, maintenance and other expenses, including reasonably necessary overtime costs, for

its assigned Resident State Police Supervisor or Trooper(s), as applicable, consistent with the provisions of Connecticut General Statutes Section 29-5, as **may be amended**, in accordance with the following:

1. The State Police shall invoice the Town on an annual basis, in arrears, for the accrued costs of services rendered under this Contract with the exception of overtime which shall be invoiced on a quarterly basis, in arrears.
2. The Town shall pay the State Police for the invoiced costs of services rendered under this Contract within thirty (30) days of receipt of each invoice. If the Town disputes all or a portion of a pending invoice, it shall be the responsibility of the Town CEO to notify the State Police in writing before payment is due.
3. The State Police shall have the right to assess a late fee in the amount of five percent (5%) of the unpaid balance of each invoice for which undisputed amounts remain unpaid after sixty (60) days. In calculating unpaid amounts, partial payments shall first be applied to the oldest outstanding balances, and then to each successive outstanding balance until fully paid.

#### **IV. Risk of Loss and Indemnification**

- A. The Town assumes the risk of loss for any and all activity involving full or part-time Town constables, municipal police officers, other municipal employees providing police services, law enforcement officers providing police services pursuant to a mutual aid agreement with the Town, and Town police canines, and hereby agrees to hold harmless the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents and employees, from any cause or action arising out of the activity of such full or part-time Town constables, police officers or other municipal employees providing police services, or if applicable, the activity of any town police canine, and to indemnify the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents and employees, from any liability resulting from the same.

The Town shall hold harmless and indemnify the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents, and employees, from any liability resulting from a cause or action founded either upon respondeat superior or supervisory liability arising from the acts or omissions of full or part-time Town constables, police officers or other municipal employees providing police services, or, if applicable, the activity of any town police canine, made pursuant to a provision of the collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative, that is in conflict with a provision of the Manual.

Additionally, the Town shall hold harmless and indemnify the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents, and employees, from any liability resulting from any cause or action founded either

upon respondeat superior or supervisory liability arising from the acts or omissions of a constable or officer that has refused or failed to execute Exhibit A, attached hereto.

1. For the period covered by this Contract, the Town will insure itself and its employees with a \$1,000,000.00 combined single limit police professional liability or law enforcement liability insurance policy, or its equivalent, naming the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents and employees, as an additional insured with respect to any liability for acts of Town constables, municipal police officers or other municipal employees providing police services, law enforcement officers providing police services pursuant to a mutual aid agreement with the Town, or, if applicable, the activity of any town police canine, and submit a certificate of insurance (or self-insurance) to the Department of Emergency Services and Public Protection prior to the effective date of this Contract.
2. It is understood and agreed by the parties that each Resident State Police Supervisor or Trooper, as applicable, exercising his or her police power or performing services pursuant to this Contract is an employee of the State of Connecticut and not of the Town and that, except to the extent limited by law, the State of Connecticut, and not the Town, is responsible for such Resident State Police Supervisor or Trooper's actions while in the performance of their assigned duties.

## **V. Notices**

Any written notices required under this Contract shall be delivered as follows:

If to the Town:

Name  
Street  
City/Town, Connecticut

If to the Department of Emergency Services and Public Protection:

Commissioner  
Department of Emergency Services and Public Protection  
1111 Country Club Road  
Middletown, CT 06457-9294

## **VI. Governor's Executive Orders**

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor

John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. This agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

**VII. Amendment**

This Contract may be amended by formal written amendment signed by the Parties. Any amendment to modify DESPP State Police staffing at the Town shall comply with its collective bargaining notice requirements.

**VIII. Termination**

This Contract shall remain in full force and effect for the entire term of the Contract period stated above unless sooner terminated by either the Town or the DESPP State Police by providing thirty (30) days prior written notice of its intent to terminate the Contract.

Town of Colchester

State of Connecticut  
Department of Emergency Services  
and Public Protection

By \_\_\_\_\_

By \_\_\_\_\_

Its Duly Authorized \_\_\_\_\_

Commissioner

\_\_\_\_\_

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

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

Approved as to Form:

\_\_\_\_\_  
Assistant Attorney General  
Office of the Attorney General

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

**Exhibit A**

**RESIDENT STATE TROOPER ADMINISTRATION & OPERATIONS MANUAL  
ACKNOWLEDGEMENT OF RECEIPT**

I, \_\_\_\_\_, (print name), hereby acknowledge that on the date specified below, I received a copy of the Resident State Trooper edition of the A&O Manual CD-Rom, updated though General Order 15-03. I acknowledge that as a local officer/constable in the Town of Colchester, I am responsible for complying with the provisions of this Manual except for terms and conditions that conflict with the Town's obligations under the Connecticut Municipal Employee Relations Act and/or are contained within any collective bargaining agreement between the Town of \_\_\_\_\_ and the Town's police officers or constables' collective bargaining representatives. I further acknowledge that the term "Trooper" refers to all officers, constables or those under the auspices or direct supervision of the Department of Emergency Services and Public Protection, Division of State Police.

\_\_\_\_\_  
Signature  
Print Name:  
Title:  
Date:

Witnessed By:

\_\_\_\_\_  
Signature  
Print Name:  
Date:

Return to:     Research & Planning  
cc:             Official Personnel File

**Colchester Senior Center**  
**BOS Request for Approval**

**TO: Board of Selectmen**

**FROM: Patricia Watts, Director**

**RE: Tai Ji Quan: Movement for Better Balance Instructor Contract**

**DATE: 6/15/17**

This is a new contract with Susan McCaffrey, for Tai Ji Quan: Movement for Better Balance Instructor. Tai Ji Quan: Movement for Better Balance \$30 per session (requires a five person minimum per class).

**Action Recommended:**

That the Board of Selectmen authorize Art Shilosky, First Selectman to sign the attached contract with Susan McCaffrey, for Tai Ji Quan: Movement for Better Balance Instructor, beginning 7/1/2017 and ending 6/30/2018.

**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, Tai Ji Quan: Movement for Better Balance Instructor**

<b>Name/Location</b>	<b>Time Period</b>	<b>Instructor</b>	<b>Pay Rate</b>
Senior Center	7/1/17-6/30/18	Susan McCaffrey	\$30 Per Session

1. The contractor agrees to provide professional Tai Ji Quan: Movement for Better Balance instruction with the specifications contained in the "Scope of Services" listed below.
2. Compensation to the contractor shall be at the rate of \$30 per session for Tai Ji Quan: Movement for Better Balance 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.

---

Art Shilosky, First Selectman

Date

---

Susan McCaffrey, Independent Contractor

Date

**Colchester Senior Center**  
**BOS Request for Approval**

**TO: Board of Selectmen**

**FROM: Patricia Watts, Director**

**RE: Yoga Instructor Contract**

**DATE: 6/15/2017**

This is a renewal contract with Susan McCaffrey, Yoga Instructor.  
Yoga \$30 per session (requires a five person minimum per class).

**Action Recommended:**

That the Board of Selectmen authorize Art Shilsoky, First Selectman to sign the attached contract with Susan McCaffrey, Yoga Instructor, beginning 7/1/2017 and ending 6/30/2018.

**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	7/1/17-6/30/18	Susan McCaffrey	\$30 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 \$30 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.

---

Art Shilosky, First Selectman

Date

---

Susan McCaffrey, Independent Contractor

Date

**Colchester Senior Center**  
**BOS Request for Approval**

**TO: Board of Selectmen**

**FROM: Patricia Watts, Director**

**RE: Zumba Gold Instructor Contract**

**DATE: 6/15/2017**

This is a renewal contract with Patricia Flubacher, Zumba Gold Instructor. Zumba Gold \$30 per session (requires a five person minimum per class).

**Action Recommended:**

That the Board of Selectmen authorize Art Shilosky, First Selectman to sign the attached contract with Patricia Flubacher, Zumba Gold Instructor, beginning 7/1/2017 and ending 6/30/2018.

**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  
Patricia Flubacher Zumba Gold Instructor**

<b>Name/Location</b>	<b>Time Period</b>	<b>Instructor</b>	<b>Pay Rate</b>
Senior Center	7/1/17-6/30/18	Patricia Flubacher	\$30 Per Session

1. The contractor agrees to provide professional Zumba Gold instruction with the specifications contained in the "Scope of Services" listed below.
2. Compensation to the contractor shall be at the rate of \$30 per session for Zumba Gold 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.

---

Art Shilosky, First Selectman

Date

---

Donna Chalmers, Independent Contractor

Date

**Colchester Senior Center**  
**BOS Request for Approval**

**TO: Board of Selectmen**

**FROM: Patricia Watts, Director**

**RE: Sittercize Instructor Contract**

**DATE: 6/15/17**

This is a renewal contract with Anne Beauregard Sittercize Instructor.  
Exercise \$30 per session (requires a five person minimum per class).

**Action Recommended:**

That the Colchester Board of Selectmen authorize Art Shilosky, First Selectman, to sign the attached contract with Anne Beauregard, Sittercize Instructor beginning 7/1/17 and ending 6/30/18.



# 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

Name/Location	Time Period	Instructor	Hourly Rate
Senior Center	7/1/17-6/30/18	Anne Beauregard	\$30 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 \$30 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.

---

Art Shilosky, First Selectman

Date

---

Anne Beauregard, Independent Contractor

Date

**Colchester Senior Center**  
**BOS Request for Approval**

**TO: Board of Selectmen**

**FROM: Patricia Watts, Director**

**RE: Exercise Instructor Contract**

**DATE: 6/15/17**

This is a renewal contract with Anne Beauregard for Exercise with Anne. Exercise \$30 per session (requires a five person minimum per class).

**Action Recommended:**

That the Colchester Board of Selectmen authorize Art Shilosky, First Selectman, to sign the attached contract with Anne Beauregard for Exercise with Anne, beginning 7/1/17 and ending 6/30/18.

# 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

Name/Location	Time Period	Instructor	Hourly Rate
Senior Center	7/1/17-6/30/18	Anne Beauregard	\$30 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 \$30 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.

---

Art Shilosky, First Selectman

Date

---

Anne Beauregard, Independent Contractor

Date

Mr. Art Shilosky  
First Selectman  
Town of Colchester

6-26-17

I'm writing to inform you that I must retire my position on the Commission on Aging to allow someone with more time to give to take my place. With all that I have going on at this time I haven't been able to attend the last few meeting's. I feel it unfair to the Commission and the alternate members that I stay as my other duties in life are consuming the majority of my time.

It has been a pleasure serving on the commission on aging and when time allows in the future I will consider serving on a commission for the town again.



Robert Gustafson

FY 14/17

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department: Snow Removal


Reason for Request: Due to a long term employee workers compensation issue, coverage of that employee's snow route was subcontracted out to ensure coverage of the plow route during larger snow events.

Reason for Available Funds: Favorable winter conditions resulted in available funds within snow budget other line items.

From:	Account Number	Account Name	Amount
	13204-42340	Snow - Other Purchases	14,250
	13204-42333	Snow - Sand, Salt, Gravel	993

To:	Account Number	Account Name	Amount
	13204-44208	Snow -Professional Services	15,243

6/28/17  
Date Requested

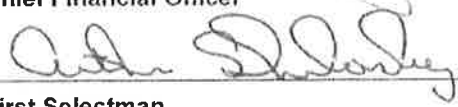
  
Department Director or Supervisor - Signature

Print Name JAMES PAGGIOLI

6/28/17  
Date Reviewed

  
Chief Financial Officer

6.28.17  
Date Approved

  
First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Town of Colchester  
Art Shilosky, First Selectman  
127 Norwich Avenue, CT 06415

June 21, 2017

Re: Removal from Planning and Zoning Commission

6-21-2017 8:18

Dear Mr. Shilosky,

This letter serves to notify you that I would like a public hearing regarding my removal from the Planning and Zoning Commission per your letter dated 6/14/17.

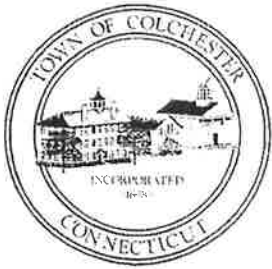
Sincerely,



David Gesiak  
860-537-4161

CC: Letter also sent certified mail on 6/21/17





# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

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91 7199 9991 7033 0879 1662

June 14, 2017

VIA CERTIFIED MAIL

David Gesiak  
99 Cirillo Drive  
Colchester, CT 06415

Re: Removal from the Planning and Zoning Commission

Dear Mr. Gesiak,

This letter serves as notification that the Board of Selectmen of the Town of Colchester intends to remove you from the Planning and Zoning Commission, pursuant to Article VII, Section C-706 of the Charter of the Town of Colchester (attached).

The ground for removal is encouraging and abetting the evasion of rightful property taxes to the Town of Colchester while serving as an appointed official representing the Town.

Pursuant to Article VII, Section C-706B of the Charter of the Town of Colchester, you shall be ineligible to perform the duties of your office effective Monday, June 19, 2017, until such time as the Board of Selectmen initiates final action on Thursday, July 6, 2017. If you desire a hearing, please notify the Board of Selectmen in writing within seven days after this notification of the grounds for removal.

Should you have any questions, you may contact me at (860) 537-7220.

Sincerely,

Art Shilosky  
First Selectman

Attachment: Town of Colchester Charter, Article VII, Sections C-701 through C-707

cc: Board of Selectmen  
Joseph Mathieu, Planning and Zoning Commission Chair  
Planning and Zoning Commission File

- B. The three members of the Board of Assessment Appeals shall be elected by a plurality of the votes cast for such office at a municipal election held on the first Tuesday after the first Monday in November of every odd-numbered year for a term of two years. The three members shall be the three highest vote getters from amongst those seeking such office, subject to the requirements of minority political representation as required by this Charter and by the General Statutes.
- C. The Board of Assessment Appeals shall be responsible for hearing all appeals of property assessments in the Town and have such other powers and duties as set forth in the General Statutes.
- D. In the event of a vacancy on the Board of Assessment Appeals, the Board of Selectmen, within 60 days of the start of such vacancy, shall appoint a successor member (the "successor member") to membership on the Board of Assessment Appeals, which successor member shall be a member of the same political party as the prior member, or if the prior member was not affiliated with any political party, then such successor member shall also not be affiliated with any political party. Notwithstanding the foregoing, if the prior member has changed political parties or has become unaffiliated subsequent to being elected, then the successor member shall be a member of the prior member's political party (or unaffiliated, if applicable) at the time such prior member was elected. The successor member shall hold such membership until the next municipal election, at which time a successor shall be elected to serve the remainder of the unexpired term of the prior member.

## ARTICLE VII

### Appointed Officials and Appointed Boards

#### § C-701. Appointed officials.

The Town may have any appointed official as permitted by the General Statutes or this Charter.

#### § C-702. Appointed boards.

The Town shall have the following appointed boards, and such other appointed boards as are created pursuant to this Charter, whose members shall be appointed as provided in this Charter:

- A. A five-member Police Commission; and
- B. A nine-member Sewer and Water Commission.

#### § C-703. Eligibility and appointment of appointed officials.

Eligibility for appointment of appointed officials shall be governed, where applicable, by the General Statutes and/or the standards adopted by the Board of Selectmen. All appointed

officials shall be appointed by the Board of Selectmen pursuant to procedures as adopted by the Board of Selectmen or permitted or required by the General Statutes.

**§ C-704. Removal of appointed officials.**

Appointed officials shall be removed by the Board of Selectmen. If a removal procedure for a particular appointed official is not provided for in the General Statutes, then the Board of Selectmen may remove for any reason any appointed official, provided that such appointed Official be notified in writing of the grounds for removal and given an opportunity to appear before the Board of Selectmen to respond to the grounds identified. If such appointed official desires such a meeting, such appointed official shall so notify the Board of Selectmen in writing within seven days after notification of the grounds for removal. Such meeting shall be public only if such appointed official so requests. Such meeting shall be held no less than seven nor more than 30 days after notification of the grounds for removal. The decision of the Board of Selectmen shall be final. The date of notification of the grounds for removal shall be deemed to be the date of delivery if delivered by hand and two days after the postmark if delivered by mail.

**§ C-705. Eligibility and appointment of members of appointed boards.**

- A. All members of appointed boards shall be appointed by the Board of Selectmen pursuant to procedures adopted by the Board of Selectmen. Only electors of the Town who do not hold an elected position within Town government are eligible for appointment as a member of an appointed board. If any member of an appointed board shall cease to be an elector of the Town or otherwise become ineligible to hold such position, then that member shall immediately cease to hold such membership and that position shall immediately be deemed vacant.
- B. Notwithstanding any provision of this Charter to the contrary, holding the position of Justice of the Peace shall not make a person ineligible for appointment to an appointed board hereunder.

**§ C-706. Removal of members of appointed boards.**

- A. Except as otherwise provided in this Charter or in the General Statutes, the Board of Selectmen may remove for cause any member of an appointed board, provided that such member be notified in writing of the grounds for removal and given an opportunity for a hearing before the Board of Selectmen. If such member or alternate desires such a hearing, such member shall so notify the Board of Selectmen in writing within seven days after notification of the grounds for removal. Such hearing shall be public only if such member or alternate so requests. Such hearing shall be held no less than seven nor more than 30 days after notification of the grounds for removal. The decision of the Board of Selectmen shall be final. The date of notification of the grounds for removal shall be deemed to be the date of delivery if delivered by hand and two days after the postmark if delivered by mail.

- B. From the date of notification of the grounds for removal until final action by the Board of Selectmen, such member or alternate shall be ineligible to perform the duties of office.
- C. For purposes of this provision, grounds for removal may include, but are not limited to: (i) unjustified absence from a significant number of the regularly scheduled and/or special meetings of a given board; (ii) unjustified absence from three consecutive regularly-scheduled meetings and/or intervening special meetings of a given board; and (iii) violation of the Town's Code of Ethics. The Board of Selectmen shall determine whether any absence is justifiable.

**§ C-707. Appointment of alternates to appointed boards.**

Should the General Statutes, this Charter or any Town ordinance require the appointment of one or more alternates to an appointed board, the Board of Selectmen shall make such appointments. Should a member of an appointed board for which alternates have been designated be absent or disqualified, the chair of such appointed board shall designate one such alternate to act in place of such member. Should the Board of Selectmen appoint two or more alternates to a single appointed board, the chair of such appointed board shall choose alternates in rotation so as to allow alternates to act as nearly an equal number of times as possible.

**ARTICLE VIII  
[RESERVED]**

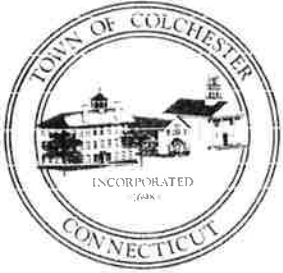
**ARTICLE IX  
Appointed Boards**

**§ C-901. The Police Commission.**

The Board of Selectmen shall appoint a five-member Police Commission. The powers, duties, organization and term of appointment for the Police Commission shall be governed by the General Statutes and Section 214 of the Town Ordinances.

**§ C-902. The Sewer and Water Commission.**

- A. The area of the Town served by the public water and sewer system, as may be expanded or reduced from time to time, shall be designated as the Sewer and Water District.
- B. The Board of Selectmen shall appoint a nine-member Sewer and Water Commission, which shall be subject to the oversight and supervision of the Board of Selectmen.
- C. The Sewer and Water Commission annually shall develop a budget of expenses for operating and maintaining the Sewer and Water District. The Sewer and Water Commission annually shall develop and submit to the Board of Selectmen a schedule of rates and fees for sewer and water services. Prior to submitting these rates and fees, the



# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

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June 27, 2017

To: Colchester Board of Selectmen

From: Randy Benson, Town Planner

Re: Proposed Open Space land swap for land at the corner of Nutmeg Circle and Bigelow Road.

The Owner of 36 Waterhole Road had requested a land swap of Town Open Space for the parcel at the corner of Nutmeg Circle and Bigelow Road, Map 03-20 Lot 002-010. The original as-built for the property at 36 Waterhole Road, which abuts the Town Open Space, was incorrect and showed the house in an incorrect location. As a result, improvements were done on the property that do not meet the setback requirements and partially encroach into the Town Open Space. The existing house is also in the side setback.

To resolve the issues the property owner hired a new surveyor who submitted a new survey with a proposed land swap of Town Open Space with the property owners at 36 Waterhole Road. The land swap would bring all of the improvements at 36 Waterhole Road into zoning compliance and the newly reconfigured Open Space would actually add an additional 2865 square feet to the Open Space parcel. The natural open space buffer along Bigelow Road will be maintained which was a requirement of the original Nutmeg Circle subdivision approval. The required re-subdivision approval for the land swap was approved by both the Colchester Conservation Commission and the Colchester Planning and Zoning Commission. The Planning and Zoning Commission also gave a favorable recommendation for the Board of Selectmen to approve the land swap of the Town OpenSpace.

**RECOMMENDED MOTION:**

Motion that the Town of Colchester approve the land swap of 36 Waterhole Road and the Town Open Space parcel know as Map 03-20, Lot 002-010 as shown on Re-Subdivision plan by Joel Fuller last revised 5/9/2017 and as recommended by the Colchester Planning and Zoning Commission.