

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Agenda  
Thursday, August 5, 2010  
Colchester Town Hall**

**Meeting Room 1 – 7:00 pm**

NANCY A. BRAY  
TOWN CLERK

*Nancy A. Bray*

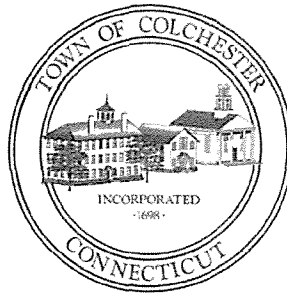
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1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the July 15, 2010 Board of Selectmen Regular Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Economic Development Commission. Resignation of Jeffrey M. Koonankeil.
6. Budget Transfers –
7. Tax Refunds & Rebates
8. Discussion and Possible Action on Resolution Accepting Memorandum of Agreement between Town of Colchester and Connecticut Department of Public Safety
9. Discussion and Possible Action on Accepting Founders Way and Usher Swamp Road as Town Roads and Reducing the Existing Whispering Winds Subdivision Bond by \$19,872
10. Discussion and Possible Action on Colchester Board and Commission Handbook
11. Discussion on Town Studies and Plans
12. Presentation by Public Works Director, Mark Decker, on Small Towns Economic Assistance Program (STEAP) grant
13. Citizen's Comments
14. First Selectman's Report
15. Liaison Report
16. Adjourn

**Gregg Schuster**

**First Selectman**



**Board of Selectmen Regular Meeting Minutes  
Thursday, July 15, 2010  
Colchester Town Hall**

**Meeting Room 1 – Immediately Following the Commission Chair meeting  
that began at 7:00 pm**

**MEMBERS PRESENT:** First Selectman Gregg Schuster, Selectman Greg Cordova, Selectman Rosemary Coyle, Selectman James Ford, and Selectman Stan Soby.

**MEMBERS ABSENT:**

**OTHERS PRESENT:** Derrik Kennedy, Patti White, Maggie Cosgrove, Jay Cohen, Sylvia Miller, Leann Hill, Rob Tarlov, Dot Mrowka, Steven Cohn, Ryan Blessing, Katy Naly, and other Citizens

1. **Call to Order**  
First Selectman G. Schuster called the meeting to order at 7:14 p.m.
2. **Additions to the Agenda**  
None
3. **Approve Minutes of the June 17, 2010 Board of Selectmen Regular Meeting**  
R. Coyle moved to approve the minutes of the regular June 17, 2010 Board of Selectmen meeting with the attachment of Selectman Coyle's liaison report, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
4. **Approve Minutes of the June 30, 2010 Board of Selectmen Special Meeting**  
G. Cordova moved to approve the minutes of the special June 30, 2010 Board of Selectmen meeting with the changing of Officers First Class Suchecki and Labonte titles to "Officer First Class" from, "Officer," seconded by S. Soby. Unanimously approved. MOTION CARRIED.
5. **Citizen's Comments**  
None
6. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**  
Board was given a list of current vacancies on all Town boards and commissions (attached).
7. **Budget Transfers**  
None

**8. Tax Refunds & Rebates**

G. Cordova moved to approve tax refunds in the amount of \$49.31 to Gary Keefe, #319.28 to Cab East LLC, \$130.31 to Cab East LLC, \$34.89 to Ace Rentals LLC, \$31.95 to Brian Redshaw, and \$50.73 to Pamela Sousa, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

**9. Discussion and Possible Action on Acceptance of Cody Camp Field**

S. Soby moved to accept Cody Camp Field as a completed Town facility with all improvements, seconded by G. Cordova. Discussion by R. Coyle on the release of the bond and on field maintenance. S. Soby noted the foundation did a great job on the field and this project and should be commended. Unanimously Approved. MOTION CARRIED.

**10. Discussion and Possible Action on Federal Youth Employment Program**

G. Cordova moved to authorize the enclosed agreement to allow TVCCA to place one youth worker in the Parks & Recreation Department through the federally funded program from July 19 to late August 2010, with work weeks being limited to 20-hours per week, seconded by J. Ford. Unanimously Approved. MOTION CARRIED.

**11. Discussion and Possible Action on 57 Fest Contracts**

G. Cordova moved to authorize the First Selectman to execute the recommended contracts for this year's 57 Fest event, to be paid for out of the event's budget within the Program Fund, seconded by J. Ford. Unanimously Approved. MOTION CARRIED.

**12. Discussion and Possible Action on Historic Documents Preservation Grant Resolution**

R. Coyle moved to adopt the resolution stating, "that Gregg Schuster, First Selectman, is empowered to execute and deliver in the name and on behalf of this municipality a contract with the Connecticut State Library for a Historic Documents Preservation Grant," seconded by S. Soby. Unanimously Approved. MOTION CARRIED.

**13. Discussion and Possible Action on Business Association Agreement with McGladrey & Pullen, LLP**

R. Coyle moved to authorize the First Selectman to sign the Business Associate Agreement with McGladrey & Pullen, LLP, seconded by S. Soby. Discussion by R. Coyle on contract differences from previous contracts. Unanimously Approved. MOTION CARRIED.

**14. Discussion and Possible Action on MUNIS Crystal Reports Software Contract Renewal**

S. Soby moved to approve Annual Support and License Agreement for Munis Crystal Reports application for the period July 1, 2010 through June 30, 2011, and authorize the First Selectman to sign all necessary documents, seconded by R. Coyle. Discussion by R. Coyle on contract differences from previous contracts. Discussion by G. Cordova on split cost between Town and Board of Education. Unanimously Approved. MOTION CARRIED.

**15. Discussion and Possible Action on Renewal of LAP & Workers Compensation Insurance**

R. Coyle moved to approve the proposed FY 2010-2011 insurance renewal with CIRMA and VFIS, and authorize the First Selectman to sign all necessary documents related to the renewal, seconded by G. Cordova. Unanimously Approved. MOTION CARRIED.

**16. Discussion and Possible Action on Renewal of Exercise Instructor Contract**

R. Coyle moved to authorize the First Selectman to sign the renewal contract with Sue Roos, Senior Center Exercise Instructor, beginning July 16, 2010 and ending December 31, 2010, seconded by G. Cordova. Unanimously Approved. MOTION CARRIED.

17. **Discussion and Possible Action on Renewal of Easter Seals Contract**  
G. Cordova moved to authorize the First Selectman to sign the 2010 Host Agency Agreement with the Easter Seals Senior Community Service Employment Program, seconded by J. Ford. Unanimously Approved. MOTION CARRIED.
18. **Discussion and Possible Action on Memorandum of Agreement with MEUI, Local 506, SEIU, AFL-CIO, CLC**  
R. Coyle moved to execute the Memorandum of Agreement and authorize the First Selectman to sign all necessary documents, seconded by G. Cordova. Discussion by R. Coyle on source of funds. Unanimously Approved. MOTION CARRIED.
19. **Discussion and Possible Action on Economic Development Coordinator**  
R. Coyle moved to adopt the job description for the Economic Development Coordinator with a change to the sentence, "Advocate on behalf of appropriate businesses applying for permits to Boards and Commissions," to "Work with businesses applying to boards and commissions to facilitate the process," seconded by J. Ford. R. Coyle and J. Ford vote in favor of motion, remaining Selectmen oppose. MOTION DEFEATED.  
  
S. Soby moved to adopt the job description for the Economic Development Coordinator as recommended by the First Selectman, seconded by G. Cordova. R. Coyle and J. Ford oppose. All others voted in favor. MOTION CARRIED.
20. **Discussion and Possible Action on Resident State Trooper Contract**  
S. Soby moved to execute the resident state trooper contract and authorize the First Selectman to sign all necessary documents, seconded by G. Cordova. Unanimously Approved. MOTION CARRIED.
21. **Discussion and Possible Action on Colchester Board and Commission Handbook**  
No action was taken.
22. **Citizen's Comments**  
None
23. **First Selectman's Report**  
The First Selectman reported on: the recent protests in Town; Frank Ball's Eagle Scout gift to the Town entitled, "A Musical Journey through Colchester;" the Dog Park opening this Sunday; his recent police ride-along with Resident State Trooper Supervisor; and a recent regionalization of the Resident State Trooper program meeting in Meriden between municipalities and the State police that the First Selectman attended.
24. **Liaison Report**  
J. Ford commented on the Conservation Commission and the Health District Task Force. R. Coyle commented on the CHVFD Officers Meeting and the Senior Center Study Group. S. Soby commented on the Police Commission. G. Cordova commented on the Board of Education.
25. **Executive Session to Discuss Authorization for Retirement Account Withdrawal**  
G. Cordova moved to enter into executive session to discuss retirement account withdrawal, seconded by S. Soby. Unanimously approved. MOTION CARRIED.  
The Board of Selectmen entered into executive session at 7:50pm.  
The Board of Selectmen returned to open session at 7:54pm.
26. **Discussion and Possible Action on Authorization for Retirement Account Withdrawal**  
S. Soby moved to authorize retirement account withdrawal due to economic hardship, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

**27. Adjourn**

G. Cordova moved to adjourn at 7:55pm, seconded by R. Coyle. Unanimously approved.  
MOTION CARRIED.

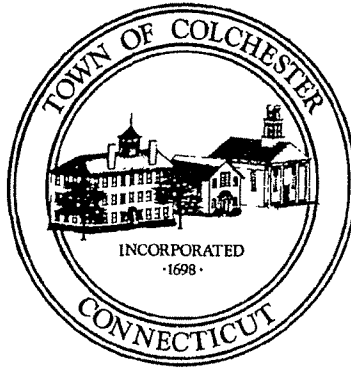
Respectfully submitted,

Derrick M. Kennedy  
Executive Assistant to the First Selectman

Attachments:

- Minutes from June 17, 2010 Regular Board of Selectmen Meeting
- Minutes from June 30, 2010 Special Board of Selectmen Meeting
- List of vacancies on Colchester boards and commissions
- Resolution regarding Historic Documents Preservation Grant
- Economic Development Coordinator job description

Gregg Schuster



First Selectman

NANCY A. GRAY  
TOWN CLERK

*Nancy A. Gray*

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**Board of Selectmen Regular Meeting Minutes  
Thursday, June 17, 2010  
Colchester Town Hall  
Meeting Room 1 – 7:00 pm**

**REVISED**

**MEMBERS PRESENT:** First Selectman Gregg Schuster, Selectman Greg Cordova, Selectman Rosemary Coyle, Selectman James Ford, and Selectman Stan Soby.

**MEMBERS ABSENT:**

**OTHERS PRESENT:** Gregg Plunkett, Chief Walter Cox, Dave Anderson, Maggie Cosgrove, Brendan Healy, Nancy Bray, Rob Tarlov, Dot Mrowka, Attorney Langhammer, and other Citizens

1. **Call to Order**  
First Selectman G. Schuster called the meeting to order at 7:00 p.m.
2. **Additions to the Agenda**  
Rosemary Coyle moved to add to the agenda, "Discussion and Possible Action on on Senior Center Grant Renewal" as item # 26", to remove agenda item #18, "Discussion and possible action on Cody Camp Field Acceptance," to change agenda item # 8 "Discussion and Possible action on Appointment of Don Favry as Animal Control Officer and William Paul to Assistant Animal Control Officer" to item # 25, move item # 25 to become the new #8, and renumber accordingly," seconded by Greg Cordova. Unanimously approved. MOTION CARRIED.
3. **Approve Minutes of the June 3, 2010 Board of Selectmen Regular Meeting**  
Rosemary Coyle moved to approve the minutes of the regular June 3, 2010 Board of Selectmen meeting with a change on # 8, being that Rosemary Coyle made the motion, not Greg Cordova, seconded by Stan Soby. Unanimously approved. MOTION CARRIED.
4. **Citizen's Comments:** Kelley Nicholas of 380 Old Hebron Road discuss ongoing issue of neighbor's guinea hens, chickens and exotic birds causing a nuisance to her family.
5. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
  - a. **Board of Assessment Appeals (to fill vacancy left by Gary Harris for a term to expire 11/21/2011).** Jeffrey M. Brainard was interviewed. Greg Cordova moved to appoint Jeffrey M. Brainard to fill vacancy left by Gary Harris for a term to expire 11/21/2011, seconded by Jim Ford. Unanimously approved. MOTION CARRIED.

- b. **Historic District Commission (to fill vacancy left by resignation of William Rowan Beer for a term to expire 11/30/2011). Mike Trocchi was interviewed on 06/03/2010.** Stan Soby moved to appoint Mike Trocchi as a regular member of the Historic District Commission to fill vacancy left by the resignation of William Rowan Beer for a term to expire 11/30/2011, seconded by Rosemary Coyle. Unanimously approved. MOTION CARRIED.
  - c. **Historic District Commission (to fill vacancy left by resignation of William Rowan Beer for a term to expire 11/30/2011) Linda Akerman was interviewed on 06/03/2010.** This item was addressed under item 5b.
  
6. **Budget Transfers**

Jim Ford moved to approve the Planning & Code Administration budget transfer of \$1,041 from "Professional Memberships (11411-43258)" to "Professional Services (11411-44208)," seconded by Stan Soby. Unanimously approved. MOTION CARRIED

Rosemary Coyle moved to approve the Fire Department budget transfer of \$4,000 from "Protective Clothing & Safety Equipment (12202-42323)" to "Physicals & Testing (12202-45216), seconded by Greg Cordova. Unanimously approved. MOTION CARRIED
  
7. **Tax Refunds & Rebates**

Stan Soby moved to approve tax refunds in the amount of \$15.52 to Rossi Law Offices, \$18.69 to Ivan Schurr, and \$1,618.85 to Toby Biederstadt, seconded by Greg Cordova. Unanimously approved. MOTION CARRIED.
  
8. **Discussion and Possible Action on Collection Services Agreement:** Rosemary R. Coyle moved to accept the collection services agreement with Rossi Law Office LTD and to authorize the First Selectman to sign all necessary documents, seconded by Greg Cordova. Unanimously approved. MOTION CARRIED. Attorney Langhammer addressed the Board to discuss the Tax Collection process.
  
9. **Discussion and Possible Action on Elevator Maintenance Contract**

Rosemary Coyle moved to approve the Elevator Maintenance Contract to Hartford Elevator, as recommended by the Facilities Director, and to authorize the First Selectman to sign all necessary documents, seconded by Stan Soby. Unanimously approved. MOTION CARRIED.
  
10. **Discussion and Possible Action on Fire Alarm Service Contract**

Rosemary Coyle moved to approve the Fire Alarm Service Contract to CINTAS, as recommended by the Facilities Director, and to authorize the First Selectman to sign all necessary documents, seconded by Jim Ford. Unanimously approved. MOTION CARRIED.
  
11. **Discussion and Possible Action on Fire Extinguisher and Exhaust Hood Service Contract**

Jim Ford moved to approve the Fire Extinguisher and Exhaust Hood Service Contract to Life Safety Service and Supply, as recommended by the Facilities Director, and to authorize the First Selectman to sign all necessary documents, seconded by Stan Soby. Unanimously approved. MOTION CARRIED.
  
12. **Discussion and Possible Action on Generator Service and Repair Contract**

Rosemary Coyle moved to approve the Generator Service and Repair Contract to GDL Services, as recommended by the Facilities Director, and to authorize the First Selectman to sign all necessary documents, seconded by Greg Cordova . Unanimously approved. MOTION CARRIED.

- 13. Discussion and Possible Action on Heating/HVAC Service Contract**  
Greg Cordova Moved to approve the Heating/HVAC Service Contract to Reliable Oil for the Youth Center, Senior Center, and the Fire Department and to SOLO Mechanical for the Town Hall and Cragin Memorial Library, as recommended by the Facilities Director, and to authorize the First Selectman to sign all necessary documents, seconded by Stan Soby. Unanimously approved. MOTION CARRIED.
- 14. Discussion and Possible Action on Security System Service and Monitoring Contract**  
Stan Soby moved to approve the Security Systems Service and Monitoring Contract to American Alarm Company, as recommended by the Facilities Director, and to authorize the First Selectman to sign all necessary documents, seconded by Rosemary Coyle. Unanimously approved. MOTION CARRIED.
- 15. Discussion and Possible Action on Sprinkler System Service Contract**  
Rosemary Coyle moved to approve the Sprinkler System Service Contract to Simplex-Grinnell, as recommended by the Facilities Director, and to authorize the First Selectman to sign all necessary documents, seconded by Greg Cordova. Unanimously approved. MOTION CARRIED.
- 16. Discussion and Possible Action on Oil, Diesel, and Gas Contract for Town and Schools**  
Rosemary Coyle moved to approve the contract with Dime Oil for the purchase of heating oil, unleaded gasoline, and diesel fuel for fiscal year June 1, 2010 through June 30, 2011, and to authorize the First Selectman to sign all necessary documents, seconded by Greg Cordova. Unanimously approved. MOTION CARRIED.
- 17. Discussion and Possible Action on Endorsement of Tree Donation Proposal**  
Greg Cordova moved to accept the donation of a tree and associated memorial plaque, and their installation at the RecPlex, as recommended by the Parks & Recreation Commission, seconded by Stan Soby . Unanimously approved. MOTION CARRIED.
- 18. Discussion and Possible Action on Federal Adult Employment Program**  
Greg Cordova moved to reauthorize the Federal Adult Employment Program agreement to allow TVCCA to place up to six workers in the Parks & Recreation Department from July 1 through September 30, seconded by Stan Soby. Unanimously approved. MOTION CARRIED.
- 19. Discussion and Possible Action on Colchester Organization of Recreational Tennis (CORT)**  
Rosemary Coyle moved to form a Colchester Tennis Association to help promote and organize activities that would generate funds to be distributed directly toward tennis court improvements, additional facilities, events, and equipment, seconded by Stan Soby. Unanimously approved. Motion Carried. Rosemary Coyle moved to approve the sponsorship opportunity on the condition the Park and Recreation Commission also approves of the sponsorship opportunities, seconded by Stan Soby. Unanimously approved. MOTION CARRIED.
- 20. Discussion and Possible Action on Water Capital Appropriation**  
Greg Cordova moved to approve the Water Capital Appropriation, as recommended by the Sewer & Water Commission, of \$20,212 from the Water Capital undesignated fund balance to line item 3053210-48467, "Water Capital – Vehicles and Trucks," for the purchase of a Ford E-350 Econoline Van off the Connecticut State Contract #06PSX0067 – Supplement #6, seconded by Rosemary Coyle. Unanimously approved. MOTION CARRIED.



21. **Discussion and Possible Action on Water and Sewer Infrastructure Extension Project Engineering Consultant Contract**  
Jim Ford moved to accept the Weston & Sampson proposal for "Consulting Engineering Services for Expansion of the Town's Sewer and Water Infrastructure to Commercial Use Zones" with a lump sum fee of \$83,550 and to authorize the First Selectman to sign all associated agreements, including any associated agreement with the State related to the STEAP grant, seconded by Stan Soby. Unanimously approved. MOTION CARRIED.
22. **Discussion and Possible Action on Marvin Road Drainage Improvement Contract**  
Stan Soby moved to award the Marvin Road Drainage Improvement Contract to Bakaj Construction, as recommended by the Public Works Director, and to authorize the First Selectman to sign all necessary documents, seconded by Rosemary Coyle. Unanimously approved. MOTION CARRIED.
23. **Discussion and Possible Action on Approving the Resolution Regarding the FY 2009 HSGP Omnibus Memorandum of Agreement**  
Greg Cordova moved to accept the resolution regarding the FY 2009 HSGP Omnibus Memorandum of Agreement and to authorize the First Selectman to sign all necessary documents, seconded by Rosemary Coyle. Unanimously approved. MOTION CARRIED.
24. **Discussion and Possible Action on Employee Assistance Program Contract**  
Stan Soby moved to approve the memorandum of agreement between United Community & Family Services, Inc. and the Town of Colchester for fiscal year July 1, 2010 through June 30, 2011, and to authorize the First Selectman to sign all necessary documents, seconded by Greg Cordova. Unanimously approved. MOTION CARRIED.
25. **Discussion and Possible Action on Appointment of Don Favry as Animal Control Officer and William Paul as Assistant Animal Control Officer.**  
Stan Soby moved to appoint Don Favry as Animal Control Officer for a one-year term to expire 6/16/2011, and William Paul as Assistant Animal control Officer for a one-year term to expire 6/16/2011, seconded by Greg Cordova. Unanimously approved. MOTION CARRIED.
26. **Discussion and Possible Action on Senior Center Grant Renewal**  
Rosemary Coyle moved to authorize the Senior Center Director to submit an application to the Brookdale Foundation, for renewal funding in the amount of \$3,000 for the Making Memories Program, and to authorize the First Selectman to sign all necessary documents, seconded by Greg Cordova. Unanimously approved. MOTION CARRIED.
27. **Discussion and Possible Action on Personnel Policy Update Process**  
It was the consensus of the Board to review and discuss revision of personnel policy in increments. No Motion was made.
28. **Discussion and Possible Action on Cancellation of July 1 Board of Selectmen Meeting**  
Greg Cordova moved to cancel the July 1, 2010 meeting of the Board of Selectmen, seconded by Stan Soby. Unanimously approved. MOTION CARRIED.
29. **Citizen's Comments**  
None
30. **First Selectman's Report**  
First Selectman Schuster reported on the opening ceremony for Cody Camp on Saturday, 6/18/2010 at 9:00 a.m., he invited all Board Members to attend if possible. He advised all present of the General Assembly meeting regarding the conveyance tax and urged all to speak out on the matter. G. Schuster reported on "The Kids for Kindness" program he attended in Hartford and shared what a great event it was.

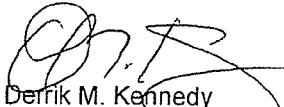
31. **Liaison Report**

J. Ford commented on the Historic District Commission, Conservation Commission and the Health District Task Force. R. Coyle commented on the Commission on Aging, the Open Space Commission, and the Senior Center Study Group report attached. S. Soby commented on the Planning & Zoning Commission and Zoning Board of Appeals.

32. **Adjourn**

Greg Cordova moved to adjourn at 8:40 p.m., seconded by Rosemary Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrik M. Kennedy  
Executive Assistant to the First Selectman

To: Colchester Board of Selectman

From: Rosemary Coyle, Selectman

Date: June 17, 2010

Re: Liaison Report

**Housing Authority –**

The Housing Authority meets at the same time as the Board of Selectman so I am unable to attend these meetings.

**Colchester Senior Center Study Committee –**

I have attached the minutes of the special meeting with Bruce Sheridan of DECD who discussed the process for applying for Small Cities Block Grant Funding.

- Process is highly competitive
- Projects need to be shovel ready with a 50% cash match to obtain enough points to be awarded funding
- Applications issued in February with a June submission date and awards in October
- At this time Senior Centers are not a priority of DECD for CDBG funding
- Senior Centers still meet one of the national objectives of HUD – serving low and moderate income persons – therefore are still eligible activities that could receive funding
- Restricted usage to seniors 60+ for 20 years
- STEAP funds could be used as part of the town's required match

Maggie Cosgrove also gave a presentation on how the town bonding process works.

**Commission on Aging –**

May transportation funds collected - \$419 (\$161 out of town transportation).

Jean Stawicki was elected chairperson for one year and Theresa Hendricksen was elected Vice Chairperson.

The Commission had a presentation from Deb Migneault, Community Liaison, CT Commission on Aging on Long-Term Care.

Some interesting statistics from the presentation are the following:

- 7<sup>th</sup> oldest state in the nation
- 600,000 people age 60 or older
- 1 million baby boomers – nearly 1/3<sup>rd</sup> of CT's total population
- By 2030 – 65+ population will increase by 64%
- 80% of people want to stay in their homes

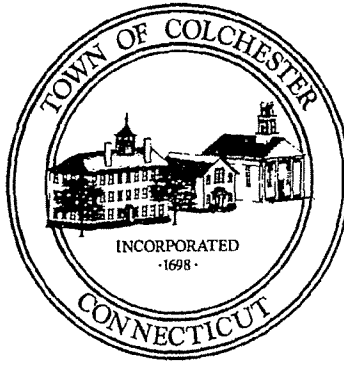
- Cheaper to provide long term care in homes
- CT's long term care reform to rebalance the number of individuals in nursing homes and care for them at home could save \$600 million dollars every year
- Currently a federal demonstration grant in the state represents rebalancing in action.
- In rebalancing the money would follow the person.
- Biggest barrier to rebalancing affordable, accessible housing.

### **Open Space –**

- Nature Conservatory Grant will run to the end of the year
- Town of Colchester land acquisition planning
- Adam Turner is working on an issue paper and then will make recommendations for policy to come before all the boards
- The committee reviewed just for discussion the outline of "How Effective is the Town's Open Space Program."

### **Colchester Hayward Fire Department Monthly Officers' Meeting –**

- Line item #46390 will be over expended at year end due to vehicle maintenance issues
- Vehicle maintenance issues – 2<sup>nd</sup> engine from headquarters out of service and in Cromwell for repairs, leaf springs and suspension damage due to salt conditions on service 2, ET1 and ET3
- Question on why revenue from ambulance doesn't go directly to fire department equipment
- Everyone's been trained on new ambulance – Rescue 528
- Everyone will receive new regional ID cards as well as company ID cards that will identify individuals in regional response
- Old Firehouse sign - \$1500
- New Fire Police vehicle – former Senior Center bus
- New fire truck scheduled to arrive in August



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*Nancy A. Bray*  
NANCY A. BRAY  
TOWN CLERK

**Board of Selectmen,  
Board of Finance, Police Retirement Board,  
and Police Commission Joint Special Meeting**

**Wednesday, June 30, 2010  
Colchester Town Hall**

**Meeting Room 1 – 7:00 pm**

**MINUTES**

**Board of Selectmen members present:** First Selectman Gregg Schuster, Rosemary Coyle, Stan Soby, and Greg Cordova

**Board of Selectmen members absent:** James Ford

**Board of Finance members present:** Chairman Bruce Hayn, Cathy Pompei, John Ringo, Robert Esteve, and Robert Tarlov

**Board of Finance members absent:** Michael Caplet

**Police Commission members present:** Chairman Glenn Morron, Robert Parlee, John Jones, Don Philips

**Police Retirement Board members present:** Chairman Brendan Healy, Stan Soby, Dan Eberle, John Ringo

**Police Retirement Board members present:** Daniel Eberle

**OTHERS PRESENT:** Derrick Kennedy, Tricia Coblenz, Nancy Bray, Gina Santos, Ron Goldstein, Maggie Cosgrove, Don Kennedy, Officer Suchecki, OFC Green, Officer Regnere, Officer Brosnan, Officer Labonte, Katy Naly, Ryan Blessing, and others.

**1. Call to Order**

Board of Selectmen – First Selectman Gregg Schuster called the meeting to order at 7:00pm.

Board of Finance – Chairman Bruce Hayn called the meeting to order at 7:00pm.

Police Commission – Chairman Glenn Morron called the meeting to order at 7:00pm.

Retirement Board – Chairman Brendan Healy called the meeting to order at 7:00pm

**2. Discussion on Colchester Police Department**

Presentation by First Selectman G. Schuster and discussion by board/commission members. No action taken.

**3. Adjourn**

Board of Selectmen – R. Coyle moved to adjourn at 8:40p.m., seconded by S. Soby.  
Unanimously approved. MOTION CARRIED.

Board of Finance – J. Ringo moved to adjourn at 8:40p.m., seconded by R. Esteve.  
Unanimously approved. MOTION CARRIED.

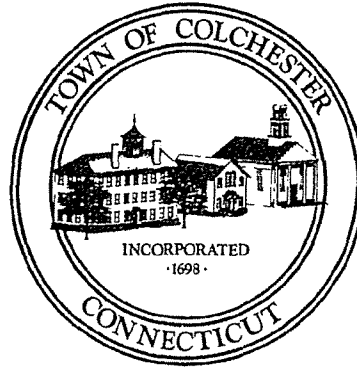
Police Commission – R. Parlee moved to adjourn at 8:40p.m., seconded by D. Philips.  
Unanimously approved. MOTION CARRIED.

Retirement Board – S. Soby moved to adjourn at 8:40p.m., seconded by J. Ringo.  
Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Derrick M. Kennedy  
Executive Assistant to the First Selectman

Gregg Schuster



First Selectman

TO: Board of Selectmen

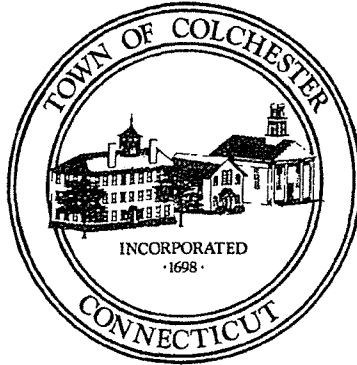
FROM: Derrick M. Kennedy, Executive Assistant

RE: Current Board/Commission Vacancies

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The following boards/commissions have vacancies that the Town is actively pursuing volunteers for application and appointment:

Conservation Commission	Alternate
Economic Development Commission	Member
Fair Rent Commission	Member
Historic District Commission	Alternate
Police Commission	Member
Sewer & Water Commission	Member
Youth Services Advisory Board (2)	Members
Zoning Board of Appeals (2)	Alternates



## MEMO

To: Board of Selectmen

From: Nancy Bray, Town Clerk

RE: Resolution to Execute Contract for Historic Documents Preservation Grant

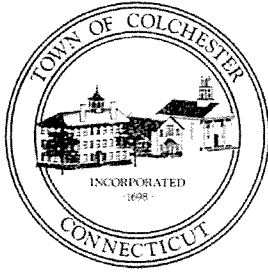
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This is the grant I applied for in February to purchase a land record cabinet for the vault. The State Library has notified us that we have been approved for the grant.

## RESOLUTION

**RESOLVED:** That Gregg B. Schuster, First Selectman, is empowered to execute and deliver in the name and on behalf of this municipality a contract with the Connecticut State Library for a Historic Documents Preservation Grant.





**Town of Colchester  
Job Description**

**Planning and Zoning  
Economic Development Coordinator**

***GENERAL STATEMENT OF DUTIES***

Responsible for helping existing local businesses in Colchester and recruitment of new businesses. Represent Colchester at trade and industry meetings. Advocate on behalf of appropriate businesses applying for permits to Boards and Commissions. Seek out, apply for, and coordinate economic development grants and incentive programs. Development and maintenance of marketing materials.

***SUPERVISOR***

Works under the administrative supervision of the Town Planner and the general supervision of the First Selectman.

***SUPERVISION EXERCISED***

None

***EXAMPLES OF DUTIES***

The following is an illustrative and non-exhaustive list of duties:

- Develop and maintain an economic development brochure
- Provide feedback on existing regulations and ordinances as to their impact on business
- Create and maintain Developer Package with necessary information for developers
- Conduct periodic visits with local businesses to assess needs
- Address potential economic impact of businesses wishing to open or expand in Colchester both internally and before appropriate boards and commissions
- Staff liaison to the Economic Development Commission and the Colchester Business Association
- Applying for and coordination of economic development grants
- Attendance at industry and trade events
- Develop and manage incentive programs
- Perform related duties, as required

### ***REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES***

- Knowledge of small and medium sized business needs
- Knowledge of land use regulations
- Ability to create marketing materials
- Ability to establish and maintain cooperative working relationships with public officials, business and civic leaders.
- Interpersonal skills
- Oral and written communication skills

### ***EDUCATION AND EXPERIENCE***

- Bachelors Degree or equivalent experience
- Three to five years experience in economic development, town planning, or business and marketing

### ***WORK ENVIRONMENT***

It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

Part-time; non-union; hourly; non-exempt

*This job description is not all-inclusive and is subject to change by the Board of Selectmen at any time.*

## Gregg Schuster

---

**From:** Jeffrey Koonankeil [jkoo9@hotmail.com]  
**Sent:** Saturday, July 17, 2010 4:04 PM  
**To:** Gregg Schuster  
**Subject:** EDC Resignation

Dear First Selectman Schuster,

Please consider this formal letter of resignation from the Colchester Economic Development Commission effective immediately.

Thank you,

Jeffrey M. Koonankeil

---

Hotmail is redefining busy with tools for the New Busy. Get more from your inbox. [See how.](#)

RECEIVED  
COLCHESTER, CT  
2010 JUL 19 AM 8:49  
*Nancy A. Bray*  
NANCY A. BRAY  
TOWN OF COLCHESTER

# Memo

**To:** Gregg Schuster  
**From:** Marc Tate   
**Date:** 8/2/2010  
**Re:** Tele Atlas GIS Data

---

In the process of improving our GIS Data it was noticed that the Town does not have an updated street centerline. To save time and money I would like to acquire a copy of data purchased by the Department of Public Safety.

Before we can attain the information a signed Memorandum of Understanding needs to be provided to the Department of Public Safety along with a Motion from the Board of Selectmen.

**Recommended Motion:**

"Motion to approve accept the resolution regarding the Tele Atlas GIS Data Memorandum of Agreement between the Town of Colchester and the Connecticut Department of Public Safety and to authorize the First Selectman to sign all necessary documents"

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CONNECTICUT DEPARTMENT OF PUBLIC SAFETY  
AND**

**THE TOWN OF COLCHESTER**

***THIS AGREEMENT***, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Connecticut Department of Public Safety, Office of Statewide Emergency Telecommunications, (hereinafter "DPS"), acting herein by its Acting Commissioner, Colonel Thomas Davoren, having a principal business address at 1111 Country Club Road, Middletown, Connecticut, and the Town of Colchester, (hereinafter the "Agency"), acting herein by Gregg Schuster, its First Selectman, duly authorized, having a principal office at 127 Norwich Ave, Colchester, CT 06415, is intended to set forth the parties' agreement with respect to certain mapping products obtained by DPS pursuant to an enterprise license between the State of Connecticut and the vendor of such products.

***WITNESSETH:***

***WHEREAS***, the State of Connecticut, acting by and through its Department of Information Technology, Contracts and Purchasing Division (hereinafter "DOIT"), has entered into a licensing agreement with Tele Atlas North America, Inc. (formerly Geographic Data Technology, Inc./GDT) (hereinafter "TANA"), allowing use by state agencies, municipalities, regional planning agencies and all political subdivisions of the state, their employees and contractors certain mapping products (hereinafter "the Products"). Such products are more particularly described in Attachment A to CT. Master Agreement Number B-03-008, attached hereto and incorporated herein;

***WHEREAS***, the DPS is responsible for financing certain costs of the Enhanced 9-1-1 system in Connecticut, as provided in Chapter 518a of the Connecticut General Statutes;

***WHEREAS***, the DPS desires to make the Products available to the Agency to facilitate the delivery of E-9-1-1 service to users of wireless telephones by providing latitude and longitude information to the Public Safety Answering Point (hereinafter the "PSAP") receiving wireless 9-1-1 calls and for the purpose of enhancing public safety response capabilities;

***WHEREAS***, the Agency has the authority to enter into this MOU pursuant to action of its First Selectman, and DPS has authority to enter into this MOU pursuant to Sections 4-8 and 29-1b of the Connecticut General Statutes;

***NOW, THEREFORE***, in consideration of the mutual covenants and conditions hereinafter stated, the parties agree as follows:

1. Use of the Products by the Agency is allowed by all authorized employees of, and contractors for, such Agency. For the purposes of this Agreement, the Agency means a state agency, municipality, regional planning agency or political subdivision of the state, their employees and contractors.
2. Use of the Products or their derivatives is strictly prohibited in an On-board Navigation System. For the purposes of this Agreement, an "On-board Navigation System" includes at least the following components installed in or on a vehicle: (a) a storage medium to store at least a portion of the Products or a certain database derived therefrom, (b) a Global Positioning System (GPS) unit, (c) a gyroscope and (d) a device to detect the wheel rotation of a vehicle.
3. Any product or services generated from the Products shall not be disclosed, licensed or sold, in whole or in part, to any third party, without TANA's express written permission, except that maps/reports may be freely distributed to the public.
4. Other than copies for use only, the Agency shall not distribute copies of the Documentation, or any part thereof, without the express written consent of TANA. Documentation shall be defined as any information about the Product distributed with the Products, including but not limited to user guides and derivatives. Copies may be made for backup and archival purposes. All copies made shall remain the property of TANA under the terms of this agreement.
5. The Products are and contain the copyrighted and trade secret property of TANA. TANA retains all rights not expressly granted.
6. The Agency hereby agrees to protect information belonging to TANA that is of a confidential or proprietary nature during the term of this agreement and thereafter.
7. The Agency hereby agrees to provide a written report of any errors it finds in the Products to DPS as soon after their discovery as practicable. Such notice shall be given to DPS in a format determined by DPS.
8. The Agency hereby agrees to notify DPS, in writing, if it discovers any violations of this agreement by its agents, employees or contractors.
9. The Agency agrees that at such time as the agreement between DOIT and TANA is terminated, that it shall immediately return to DPS any copies of the Products in its possession, delete all copies of the products from its systems and cease all use of the Products or any derivation thereof. The Agency shall provide DPS with an affidavit signed by an authorized representative attesting to its compliance with the aforementioned provisions.

10. The Agency agrees and acknowledges that this agreement may be terminated by either party following 30 days' written notice, except that DPS may terminate said Agreement for any breach of its terms upon 10 days' written notice. Upon such termination, the Agency shall immediately return to DPS any copies of the Products in its possession, delete all copies of the Products from its systems and cease all use of the Products or any derivation thereof and provide DPS with an affidavit signed by an authorized representative attesting to the Agency's compliance with the aforementioned provisions.
  
11. The Agency represents and warrants to DPS that it has duly authorized the execution and delivery of this agreement and the obligations assumed by it hereunder; that the Agency shall comply with all applicable state and federal laws and municipal ordinances in satisfying its obligations under and pursuant to this agreement; that the execution, delivery and performance of this agreement by the Agency shall not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following as applicable: (i) any provision of law; (ii) any order of any court or department; or (iii) any indenture, agreement, document, or other instrument to which it is a party or may be bound.
  
12. The Agency shall indemnify and hold harmless the State of Connecticut, the State of Connecticut Department of Information Technology, the State of Connecticut Department of Public Safety, their officers, agents, employees, commissions, boards, departments, divisions, successors and assigns from and against all actions (pending or threatened and whether at law or in equity in any forum), liabilities, damages, losses, costs and expenses, including but not limited to, reasonable attorneys' and other professionals' fees, resulting from (i) misconduct or negligent or wrongful acts (whether of commission or omission) of the Agency or any of its officers, representatives, agents, servants, consultants, employees or other persons or entities with whom the Agency is in privity of oral or written contract; (ii) liabilities arising directly or indirectly in connection with this agreement out of the acts of the Agency concerning its duties and obligations set forth in this agreement; and (iii) damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such claims and/or liabilities.

### 13. Executive Orders

The Contract 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 Contract as if they had been fully

set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract 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.

#### 14. Non-discrimination

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.



- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or

relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

- (h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- 15. Any and all amendments, changes, extensions, revisions, or discharges of this agreement, in whole or in part, on one or more occasions, shall not be invalid or unenforceable because of lack of or insufficiency of consideration, provided, however, that such amendments, extensions, revisions or discharges are in writing and executed by authorized representatives of all parties.
- 16. Notwithstanding any provisions in this agreement, DPS, through a duly authorized employee, may terminate the agreement whenever DPS makes a written determination that such termination is in the best interests of the State. DPS shall notify the Agency in writing of termination pursuant to this section, which notice shall specify the effective date of termination.
- 17. This agreement, its terms and conditions and claims arising therefrom shall be governed by Connecticut law and court decisions without giving effect to Connecticut's principles of conflicts of laws.

18. Nothing in this Agreement shall be construed as a waiver or limitation of sovereign immunity by the State of Connecticut, DPS or OSET.
19. Any notice required or permitted under this Agreement shall be deemed to be given when hand-delivered or one business day after pick by Emery Air Freight, Airborne, Federal Express, or similar overnight express services, in either case addressed to the parties below.

If to the Agency:

Attention: Name	<u>Gregg Schuster, First Selectman</u>
Agency	<u>Town of Colchester</u>
Street	<u>127 Norwich Ave</u>
City/Town, CT Zip	<u>Colchester, CT 06415</u>

If to the Department of Public Safety:

Attention: OSET Director or Designee  
 Office of Statewide Emergency Telecommunications  
 Department of Public Safety  
 1111 Country Club Road  
 Middletown, CT 06457-2329

This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations and agreements, whether written or oral, between them respecting the subject matter herein.

The parties each bind themselves, successors, assigns and legal representatives with respect to all covenants of this Agreement.

STATE OF CONNECTICUT  
 DEPARTMENT OF PUBLIC SAFETY

Date: \_\_\_\_\_ By \_\_\_\_\_  
 James M. Thomas  
 Its Acting Commissioner

TOWN OF COLCHESTER

Date: \_\_\_\_\_ By \_\_\_\_\_  
 Gregg Schuster  
 Its First Selectman  
 Duly Authorized

## Marc Tate

---

**From:** Czaja, Daniel [Daniel.Czaja@ct.gov]  
**Sent:** Thursday, July 29, 2010 9:28 AM  
**To:** Marc Tate  
**Subject:** MOU for Tele Atlas data  
**Attachments:** Attachment A.pdf; Tele Atlas Product Schedule Update - TANA SIGNED - Mar07.pdf; sample.certification.letter..doc; oag\_formb\_entrepresentation070809final.doc; Tele Atlas MOU Non-State Agencies 20100624.doc

Marc,

Here is the MOU paperwork that needs to be filled out by the Town of Colchester in order to receive the Tele Atlas data. Here is a quick explanation of the attached documents:

- 1) *Tele Atlas MOU Non-State Agencies 20100624.doc* - Check to make sure that the data entered into the grey boxes is correct. If anything is incorrect in the grey boxes, please correct it. PLEASE DO NOT FILL IN THE BLANK DATE SPACES ON THE TOP OF THE FIRST PAGE.
- 2) *Attachment A.pdf* - This document is referenced in the MOU. PLEASE PRINT OUT THIS DOCUMENT AND MAIL BACK WITH THE MOU.
- 3) *Tele Atlas Product Schedule Update - TANA SIGNED - Mar07.pdf* - This document has some updates for Attachment A.pdf. PLEASE PRINT OUT THIS DOCUMENT AND MAIL BACK WITH THE MOU.
- 4) *sample.certification.letter..doc* - This is a sample signing resolution certificate if you do not have a resolution in place. (This resolution can also be used by a consultant who needs access to the data. The consultant (not you) will need to fill this out along with a separate MOU.) PLEASE MAKE SURE THAT THE RESOLUTION DATE PREDATES OR IS THE SAME AS THE MOU SIGNING DATE AND THAT THE RESOLUTION IS NOT OLDER THAN ONE YEAR.
- 5) *oag\_formb\_entrepresentation070809.doc* - This resolution pertains to sexual discrimination and needs to be filled out in full, then signed and sealed/notarized. PLEASE MAKE SURE THAT THE CERTIFICATION DATE PREDATES OR IS THE SAME AS THE MOU SIGNING DATE.

Once everything is signed and dated, please mail back the following items:

- 1) Filled out MOU that is signed , dated and sealed (dates are on or after resolution and certification dates)
- 2) Attachment A
- 3) Tele Atlas Product schedule
- 4) Signed, dated and sealed resolution
- 5) Signed, dated and sealed OAG form

Please let me know if you have any questions. Please let anybody involved in the signing process know that they can call me if they have any questions.

I have a meeting to go to right now, but I will call you this afternoon to explain everything.

Thank you.

Dan

Daniel Czaja  
GIS Coordinator  
State of Connecticut Department of Public Safety  
Office of Statewide Emergency Telecommunications  
3rd Floor  
1111 Country Club Road

Middletown, CT 06457-9294

Phone: 860.685.8131

Fax: 860.685.8363

[daniel.czaja@po.state.ct.us](mailto:daniel.czaja@po.state.ct.us)

## Marc Tate

---

**From:** Czaja, Daniel [Daniel.Czaja@ct.gov]  
**Sent:** Friday, July 30, 2010 10:33 AM  
**To:** Marc Tate  
**Subject:** RE: MOU for Tele Atlas data

Marc,

Since the charter says that the First Selectman may enter into contracts subject to the approval of the Board of Selectmen, Colchester will need to do a resolution.

If you would like a copy of a resolution from another town to review, please let me know.

Thanks.

Dan

Daniel Czaja, GISP  
GIS Coordinator  
State of Connecticut Department of Public Safety  
Division of Fire, Emergency and Building Services  
Office of Statewide Emergency Telecommunications  
1111 Country Club Road  
Middletown, CT 06457-9294

Phone: 860.685.8131  
Fax: 860.685.8363

[daniel.czaja@ct.gov](mailto:daniel.czaja@ct.gov)

---

**From:** Marc Tate [mailto:mtate@colchesterct.gov]  
**Sent:** Friday, July 30, 2010 9:41 AM  
**To:** Czaja, Daniel  
**Subject:** RE: MOU for Tele Atlas data

Hi,

Section C of the attached page from the charter addresses the First Selectman having the ability to enter into contracts.

Please let me know if that has the appropriate language.

Thank you,

Marc

---

**From:** Czaja, Daniel [mailto:Daniel.Czaja@ct.gov]  
**Sent:** Thursday, July 29, 2010 9:28 AM  
**To:** Marc Tate  
**Subject:** MOU for Tele Atlas data

Marc,

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Please let me know if you have any questions. Please let anybody involved in the signing process know that they can call me if they have any questions.

I have a meeting to go to right now, but I will call you this afternoon to explain everything.

Thank you.

Dan

Daniel Czaja  
GIS Coordinator  
State of Connecticut Department of Public Safety  
Office of Statewide Emergency Telecommunications  
3rd Floor  
1111 Country Club Road  
Middletown, CT 06457-9294

Phone: 860.685.8131  
Fax: 860.685.8363

[daniel.czaja@po.state.ct.us](mailto:daniel.czaja@po.state.ct.us)



Find more.

March 7, 2007

Connecticut Department of Information Technology  
Jacqueline Shirley  
101 East River Drive  
East Hartford, CT 06018

Dear Jacqueline:

Per your request, the following is an additional Product Schedule for the Tele Atlas North America, Inc. (formerly Geographic Data Technology, Inc. / GDT) agreement with the Connecticut Department of Information Technology. This agreement is known as State/Local License Agreement dated May 22, 2003 (TANA Agreement Number 000 791 and CT Master Agreement Number B-03-008) ("the Agreement").

With your acknowledgement of this letter, the following changes will apply to the Agreement effective June 1, 2007:

1. All references to GDT shall be deleted and replaced with TANA.
2. Attachment A, ("Product(s)"), shall be deleted and replaced with the following:

**"Product(s)"**

Dynamap<sup>®</sup>/Transportation North America, commencing with version 9.1, ArcView<sup>®</sup> and DBLoadable formats, tiled by county & state, quarterly updates (total of four (4) shipments per year), geographic coverage as detailed below:

- State of Connecticut
- Kent, Providence & Washington counties in Rhode Island
- Dutches, Putnam & Westchester counties in New York
- Berkshire, Hampden & Worcester counties in Massachusetts

Dynamap<sup>®</sup>/Tract Boundaries, commencing with the most current version, coverage for the State of Connecticut, ArcView<sup>®</sup> format, tiled by county, annual updates (total of one (1) shipment per year).

Dynamap<sup>®</sup>/Block Group Boundaries, commencing with the most current version, coverage for the State of Connecticut, ArcView<sup>®</sup> format, tiled by county, annual updates (total of one (1) shipment per year)."

3. Attachment A, ("Annual License Fees"), shall be deleted and replaced with the following:

**"Annual License Fees"**

Year One (5/22/2003 – 5/21/2004):	<b>\$220,000</b>
Year Two (5/22/2004 – 5/31/2005):	<b>\$240,000</b>
Year Three (6/1/2005 – 5/31/2006):	<b>\$260,000</b>
Year Four (6/1/2006 – 5/31/2007):	<b>\$260,000</b>

**Subsequent Years' Annual License Fees:**

State of Connecticut	\$276,000
Border counties in RI, NY, MA	<u>\$ 22,100</u>
Total	<b>\$298,100</b>

*This is not a perpetual license.* For each year Licensee chooses to continue the use of the Licensed Products beyond Year Four, Licensee is obligated to pay to TANA the Annual License Fee of Two Hundred Ninety Eight Thousand One Hundred Dollars (\$298,100). Licensee must provide TANA with a purchase order by the anniversary date of the Agreement in order for TANA to authorize delivery of that year's update of the Product.





Find more:

**Option for 10 year license**

Commencing on June 1, 2008 and for each of the next five (5) anniversary dates, Licensee shall have the option of licensing the Licensed Product for a ten (10) year term without receiving updates (the "Ten Year License"). Should Licensee wish to receive the Ten Year License, Licensee shall:

- Provide TANA with such written request prior to the anniversary date of this Agreement;
- Execute a new license agreement with TANA;
- Pay to TANA a one time license fee of Three Hundred Eighty Three Thousand Six Hundred Thirty US Dollars (\$383,630).

4. Except as otherwise amended herein, all terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict in terms, this letter shall take precedence over the Agreement.

The Connecticut Department of Information Technology may accept the terms and conditions of this letter by issuing a letter stating their acceptance of these terms and conditions.

If you have any questions regarding this letter, please contact Doug Von Koenig at 800-331-7881, ext 1921 or [Doug.VonKoenig@TeleAtlas.com](mailto:Doug.VonKoenig@TeleAtlas.com).

Best regards,

Name: Ilse R. Ramsey

Title: Vice President, Finance & Administration

Date: 

Tele Atlas North America, Inc.  
11 Lafayette Street  
Lebanon, NH 03766

Attachment A

This attachment details the pricing and update schedule for a one (1) year license agreement pertaining to GDT's nationwide geographic databases listed below. This is a License for unlimited user(s). The pricing outlined is also for a single server for Internet use. Refer to the license agreement for limitations on use. All product(s) will be delivered in ArcView® format on CD-ROM media

Product(s)

Dynamap®/Transportation, commencing with version 5.0, State of Connecticut, tiled by county & state, with semi-annual updates (total of two (2) shipments per year).

Dynamap®/Tract Boundaries, version 5.0, State of Connecticut, tiled by county, annual updates (total of one (1) shipment per year)

Dynamap®/Block Group Boundaries, version 5.0, State of Connecticut, tiled by county, annual updates (total of one (1) shipment per year)

Dynamap®/Block Boundaries, version 5.0, State of Connecticut, tiled by county, annual updates (total of one (1) shipment per year)

Annual License Fees

Year One:	\$220,000
Year Two:	\$240,000
Year Three:	<del>\$240,000</del>
Total Licensing Fees	\$700,000

*This is not a perpetual license. For each year Licensee chooses to continue the use of the Product beyond Year Three, Licensee is obligated to pay GDT the Annual License Fee of Two Hundred Forty Thousand Dollars (\$240,000). Licensee must provide GDT with a Purchase Order by the Anniversary Date of the Agreement in order for GDT to authorize delivery of that year's update of the Product. Upon shipment of the Product, GDT will invoice Licensee for the Annual License Fee.*

Payment

GDT will invoice Licensee for the Year One Annual License Fee of Two Hundred Twenty Thousand Dollars (\$220,000) upon shipment of Product. Payment is due according to section 6 of the license agreement.

In Years Two and Three, GDT will invoice Licensee for the related Annual License Fee of Two Hundred Forty Thousand Dollars (\$240,000) upon GDT's receipt of that year's authorized Purchase Order and shipment of that year's current Product release. Payment is due according to section 6 of the license agreement.

Delivery

In Year One, GDT will ship the Product(s) within seven (7) business days of GDT's receipt of the executed Agreement and Purchase Order.

In subsequent years, Licensee will be delivered the most current version of the Product within fourteen (14) days of the Anniversary Date of executed Agreement, provided that GDT receives a Purchase Order Authorizing payment of that year's license fees.

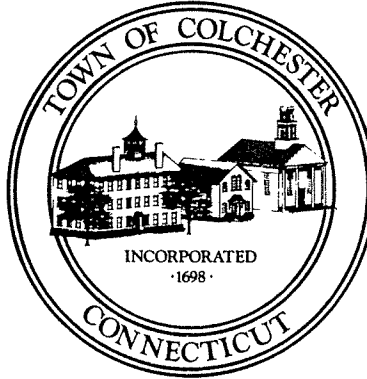
Semi-annual updates will be shipped under GDT's regularly scheduled Product release.



GDT   
CA-06-a

State of Connecticut  
State/Local License Agreement 3/2003 Page 8  
GDT CONFIDENTIAL

Licensee \_\_\_\_\_



**AUTHORIZING RESOLUTION OF THE  
COLCHESTER BOARD OF SELECTMEN**

**CERTIFICATION:**

I, Nancy Bray, Town Clerk, do hereby certify that the following is a true and correct copy of a resolution adopted by the Colchester Board of Selectmen at its duly called and held meeting on August 5, 2010, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Colchester Board of Selectmen may enter into with and deliver to the State of Connecticut Department of Public Safety any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Gregg Schuster, First Selectman of the Town of Colchester, is authorized and directed to execute and deliver any and all documents on behalf of the of the Board of Selectmen and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents contemplated by such documents. The undersigned further certifies that Gregg Schuster now holds the office of First Selectman and that he has held that officer since November 16, 2009.


IN WITNESS WHEREOF: The undersigned has executed this certificate this 6<sup>th</sup> day of August, 2010.

Nancy Bray  
Town Clerk

July 20, 2010  
Code Administration  
Building Official  
Fire Marshal  
Wetlands Enforcement



Planning and Zoning  
Planning Director  
Zoning Enforcement  
Town Engineer

To: Colchester Board of Selectmen  
From: Salvatore A. Tassone P.E. – Town Engineer   
Re: Whispering Winds Subdivision, Usher Swamp Road and Founders Way  
Owner/Developer – Edward Development Co. LLC, Ed Riccio.  
New/current Owner/Developer – Whispering Winds Estates LLC –  
James Marino

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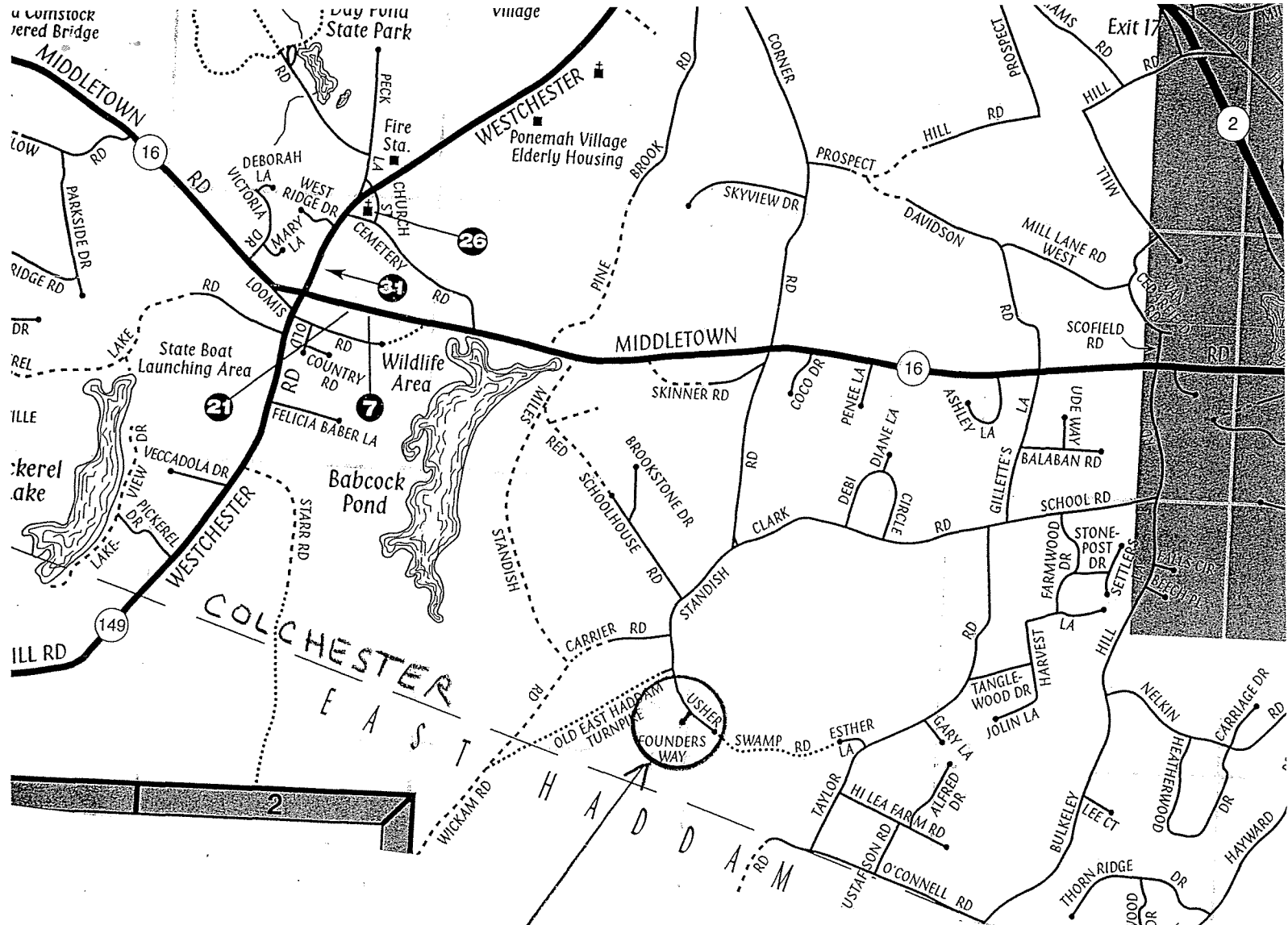
The current owner of the referenced subdivision has requested that Founders Way and the improved section of Usher Swamp Road contained within the referenced Subdivision be accepted by the Town of Colchester as town roads (see attached map for road locations) and accordingly, the subdivision bond be reduced to the 10% maintenance bond level required by the Town's Road Ordinance.

As of July 20, 2010, all of the required public improvements have been completed and are in good condition. In addition, all necessary documents and as-built plans have been submitted as required. It is therefore recommended that the Town accept Founders Way and the improved portion of Usher Swamp Road contained within the Whispering Winds Subdivision as town roads.

In Addition, the town is currently holding Subdivision Surety Bond No. 5023486 by Bond Safeguard Insurance Company for a total of \$76,340.00. The required 10% road maintenance bond is \$56,468.00. It is therefore recommended that the Subdivision Surety Bond be reduced by \$19,872.00 **leaving a bond balance of \$56,468.00** which is to remain in effect for a period of 1 year from the date the Town accepts the subdivision roads as town roads.

**Recommended motion:**

**Motion that the Town of Colchester accept Founders Way and the improved portion of Usher Swamp Road contained within the Whispering Winds Subdivision as town roads and that the Town reduce the existing subdivision bond by \$19,872.00, leaving a bond balance of \$56,468.00 as recommended by the Town Engineer.**



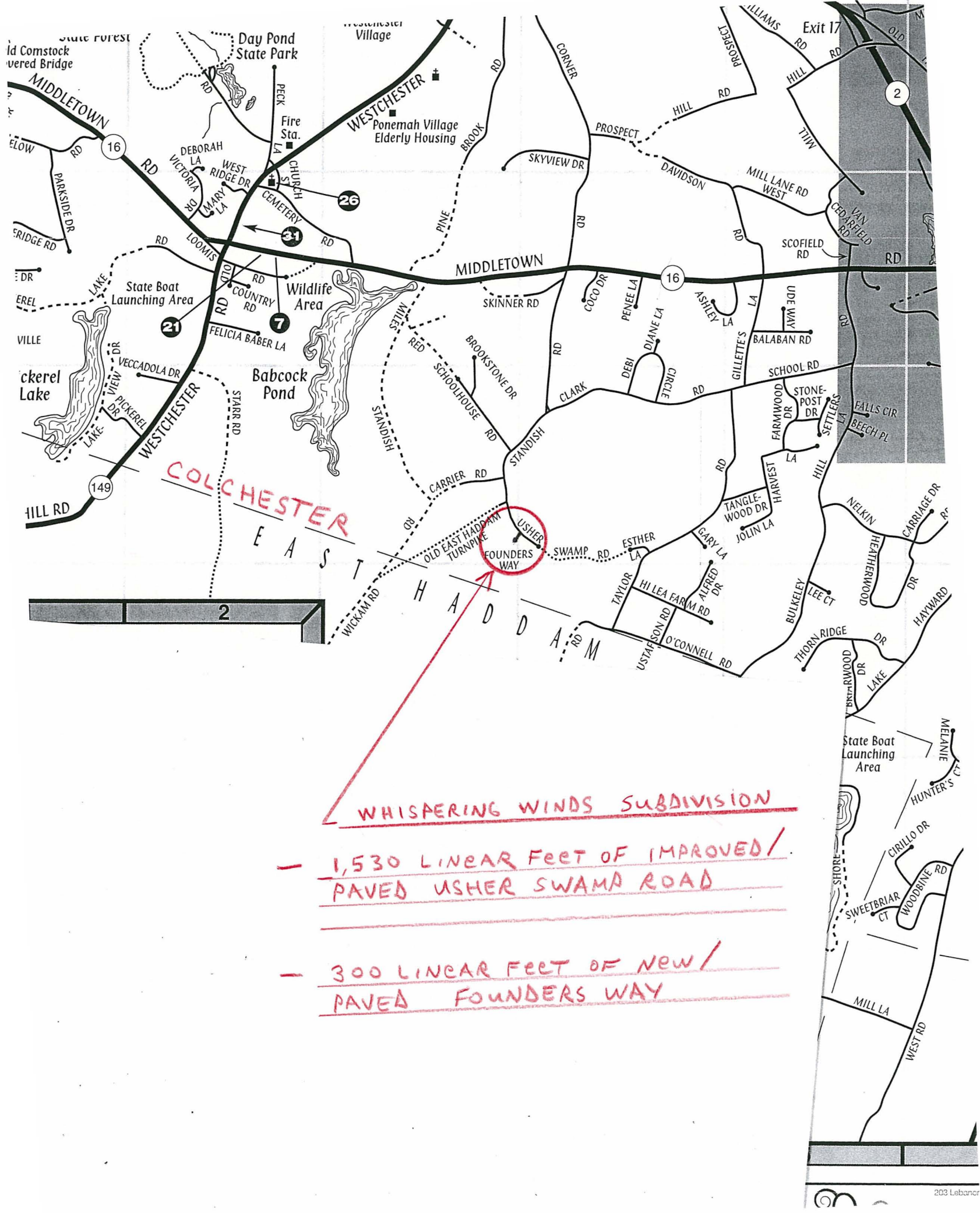
WHISPERING WINDS SUBDIVISION

- 1,530 LINEAR FEET OF IMPROVED/  
PAVED USHER SWAMP ROAD

---

- 300 LINEAR FEET OF NEW/  
PAVED FOUNDERS WAY





WHISPERING WINDS SUBDIVISION

- 1,530 LINEAR FEET OF IMPROVED/  
PAVED USHER SWAMP ROAD
- 300 LINEAR FEET OF NEW/  
PAVED FOUNDERS WAY

Gregg Schuster



First Selectman

## MEMORANDUM

**To:** Board of Selectmen

**Cc:**

**From :** Gregg Schuster, First Selectman

**Date:** 7/12/10

**Re:** Board and Commission Handbook

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In an effort to ensure members of all town boards know their responsibilities and how to participate on a board, my office has drafted this handbook. The handbook is a high-level guide on member duties, officer responsibilities, conducting a meeting, FOI rules, the code of ethics, and dealing with the press.

This is not a time sensitive document, so please feel free to suggest any edits before moving forward.

Suggested Motion – “Motion to approve the Colchester Board and Commission Handbook, as presented”

# TOWN OF COLCHESTER



## BOARD & COMMISSION HANDBOOK

07/2010



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# INTRODUCTION

Congratulations on your election or appointment to a Colchester Board or Commission. You have made a positive step in being an active participant in the Town.

Whether you now sit on a board that meets regularly or “as-needed,” your participation and viewpoints will have both an immediate and long-term effect on the Town and its residents. While you hear proposals, present ideas, and vote on outcomes, remain conscious of how to you see the future of Colchester and whether your decisions assist in reaching those goals.

This handbook has been developed to provide guidance to newly elected or appointed officials. Please use this handbook as a reference and as a guide to your dealings with other board/commission members, constituents, the media, and others.

Again, the Town is grateful for your service and hope that you find your time on your board/commission as fulfilling and that you feel you have made a difference in the lives of your friends, family, and neighbors.

# MEMBER RESPONSIBILITIES

Being on a board/commission comes with a responsibility to the Town as well as other board/commission members.

## ATTENDANCE

All boards and commissions are beholden to a “quorum.” Without a quorum, the board/commission cannot hold an official meeting – as there are not enough voting members to constitute a majority. Without a quorum present, the board/commission can only discuss topics, but not vote. It is vital to be an active member of your board/commission.

Board/commission members, whether they are regular or alternate members, should notify the board/commission chairman whenever they are unable to attend.

## REGULAR VERSUS ALTERNATE MEMBER

If you have been elected or appointed to a board/commission as a regular member, it means that you immediately are a voting member of the group. You will be called upon to be at all regular and special meetings.

If you have been elected or appointed to a board/commission as an alternate member, it means that you are a “stand-by” member of the group. If, for whatever reason, a regular member is not able to perform their duties, you may be called upon to vote. Alternate members should attend all regular meetings to stay informed of board/commission decisions and how the group has reached their decisions. The chairman shall seat an alternate member in a rotation to allow all alternates an equal number of opportunities to participate.

## ATTENDANCE & RESIGNATIONS

If you are unable to meet the requirements of the board/commission, you should speak with the chairman about your role and if agreed upon, should submit the original letter of resignation to the Town Clerk and copies to both the chairman of the Board and the Board of Selectmen so that recruiting a replacement can begin.

# OFFICER RESPONSIBILITIES

Being an officer on a board/commission comes with a greater responsibility than regular members. You are looked to for guidance and leadership. In many cases, your opinion or concerns may carry more weight than others – whether that be perceived or reality.

## CHAIRMAN

It is the chairman's responsibility to be the "director" of the board/commission. With that comes: making sure there is quorum prior to the meeting, opening the meeting at the appropriate time, looking for motions and discussion on agenda items, directing debate/discussion on topics, and closing the meeting.

With regards to the topics to be discussed at any regular or special board/commission meeting, it is up to the chairman to set the agenda. An agenda may include:

- Call to order
- Approve minutes of last meeting
- Citizens comments
- Old business
- New business
- Adjourn

Some boards/commission may need other items permanently on their agenda, such as a liaison report, chairman report, or financial items. These items will depend on the mission of the board/commission. Items under "new business" or any new items that will be discussed must be listed on the agenda prior to the meeting to give citizens an understanding of what the meeting will entail and whether their presence is necessary. Please refer to your board/commission by-laws for guidance on setting an agenda.

**IMPORTANT** – According to Freedom of Information Act (FOIA) – all regularly-scheduled meetings must have their agenda posted within 24 hours of the meeting in the Town Clerks office and on the Town website.

While it is not the responsibility of the chairman to take or record the minutes, the chairman should make sure that someone is responsible for doing so, taking special care to record who made motions, seconded, and how board members voted on agenda items. This too is important, as FOIA rules that all motions must be available for public inspection within 48 hours of the end of the meeting.

Other responsibilities of the chairman include: knowing the terms of each member and their party affiliation (so as to follow the minority representation law of the State of Connecticut, C.G.S. §9-167a) and advising the Board of Selectmen on matters that relate to the respective board/commission.

## VICE CHAIRMAN

The vice chairman's sole responsibility, outside of being a regular voting member of the board/commission, is to stand in for the chairman should they be absent or unable to attend the meeting. In this circumstance, upon assuming the role of chairman, the vice chairman should be well-versed in how to conduct a meeting, making sure the agenda has been developed and posted in the proper time frame, making sure there is a secretary for the meeting to take minutes, and that those minutes are properly posted with the Town Clerk in the proper time.

## SECRETARY

The secretary (or clerk) of the board/commission has the responsibility of recording all motions, seconds, votes, and discussions of each meeting. However, prior to the meeting, the secretary should have the agenda established, with the guidance of the chairman, and posted at least 24 hours prior to the meeting in the Town Clerk's Office. After the meeting, the secretary has no more than 48 hours to post all motions and vote of the members of the board/commission in the Town Clerk's Office.

These strict guidelines are pursuant to the Freedom of Information Act, which can be found in the Connecticut General Statutes (Chapter 14).

# MEETING CONDUCT

Each meeting must abide by and follow certain rules, procedures, and precedents. These come in two forms: by-laws and rules of order. The first, by-laws, pertain to the specific board or commission that you are on. These should be readily available upon election or appointment and can be obtained by the Chairman of the board/commission or in the Town Clerks office. The second, rules of order, are establish and widely-recognized procedural rules for how to open, conduct, and close a meeting, along with other useful guidance on meeting conduct.

## BY-LAWS

Typical by-laws will outline the purpose, make-up, and organization of the board/commission/committee, and may include: starting/closing (termination) date, location/date of meetings, or any other provision that adds to the overall mission of the board.

### Purpose

Within the by-laws, the most important component is the purpose, or mission, of the board/commission. This will specifically outline the reason for why the board/commission/committee has been established and what its end-goal is. The purpose should clearly define why the board/commission is in place.

## RULES OF ORDER

While there are other “rules of order” guidebooks, most meetings in Colchester are governed by Roberts Rules of Order. The chairman of the board/commission should be aware of these rules, such as, how to make a motion, how to second, allowing discussion, calling for votes, recusals, abstentions, comments from the public, executive sessions, recording minutes, and other basic meeting procedures.

These guides are available online, in local bookstores, and in the Town Hall, if you need a reference or clarification of the rules.

## MAKING A MOTION – SECONDS – DISCUSSION - VOTING

### Motions

Other than the chairman, any member of a board or commission can make a motion, so long as they “have the floor,” meaning it is their turn to speak to the board or they have an opportunity to speak and there are currently no other questions or motions to the board/commission.

A motion is made as simply as stating, “I move that...” followed by the action that the board/commission member seeks to address. After making a motion, the person making the motion has the first opportunity to speak in debate of the motion. Motions are, and should only be, the executable action desired by the person making the motion. Discussion on a motion is given during the “discussion” period of motions, as motions should not be preceded by a speech, but following a “second to the motion.”

### Seconds

Once a motion is made, any board/commission member, who wished the motion come before the board/commission, should “second” the motion (seconding a motion does not necessarily mean that you agree with the motion). To “second” a motion, a board/commission member simply needs to state, “I second the motion,” “I second it,” or, “Second.” If there is no “second,” the chairman will make sure that all have heard the motion. If there is still no “second,” the chairman will state, “the motion is no longer before the board/commission,” and immediately state, “the next item of business is...”

### Debate/Discussion

After the motion has been seconded, the chairman of the board/commission will restate the question/motion and ask if there is any debate/discussion. As stated above, the maker of the motion is the first to discuss, if they have anything to contribute to the discussion. If they do not have anything to debate/discuss, any other board/commission member may contribute to debate/discussion. Members can only speak twice on a motion and debate should be limited to ten minutes per person.

### Voting

After debate/discussion has been exhausted, the chairman will “put the question/motion to vote.” Board/commission members will vote based on the typical voting style of the board/commission, such as “ayes” and “nays” or by a show of hands. The chair will always call for the affirmative votes first, followed by the negative votes. The negative tally must always be called, regardless of how unanimous the affirmative votes appear.



All voice votes are taken in the fashion: "All those in favor, say 'aye.'" "All those opposed, say 'nay.'" All hand votes are taken in the fashion: "All those in favor, raise your right hand, thank you." Followed by, "All those opposed, raise your right hand, thank you."

After the vote has been taken, the chairman will announce, "the 'ayes' have it and the motion is carried," or "the 'noes' have it and the motion is defeated."

ABOVE REFERENCES ARE FROM *ROBERTS RULES OF ORDER, NEWLY REVISED, 10<sup>th</sup> EDITION.*

# FREEDOM OF INFORMATION ACT (FOIA)

After the Freedom of Information Act passed Congress in 1975, Federal, State, and Local governments have been subject to lawful inspections of records. Included in these records are agendas and minutes of local board/commission meetings. These laws are very specific, pertain to every meeting, are meant to allow the public to be aware of upcoming meetings, and provide a summary of those meetings. Violation of these rules can result in lawsuits, court appearances, and fines.

## THE BASICS

Every meeting is open to the public. This does not mean that they public may participate, but they may attend. There are no closed meetings. The only exception is for Executive Sessions, which are limited to the following specific issues: 1) personnel matters, 2) strategy and negotiations with respect to pending litigation, and 3) potential real estate transactions by the Town when public discussion might result in an increased price. If you think you have cause to hold an executive session, check with the First Selectman or Town Clerk before you schedule it.

### Regular Meetings

Every board/commission must file with the Town Clerk a schedule of their regular meetings on an annual basis, before January 31. No regular meeting may be held until 30 days after this list is filed. Therefore, to hold a regular meeting in January, the list actually has to be filed on or before December 1, or the January meeting has to be a special meeting.

### Meeting Notice

Every regularly-scheduled meeting – per the above list – must be in some way documented. If the meeting is to be held, an agenda listing the business to be considered must be posted in the Town Clerk's Office. If the meeting is not held a notice of cancellation must be posted. If there is no quorum, thus no meeting, documentation of that fact must be posted – a kind of non-minutes for a non-meeting.

If a meeting is cancelled at the last minute, so that there was no opportunity to post notice in the Clerk's Office, notice must be posted on the door of the meeting room and/or building, and then followed with a notice in the Clerk's Office.

### Special Meeting

A special meeting – one not included in the list of regular meetings- must also have a posted agenda, and no business may be transacted at such a meeting unless it is listed on the agenda.

### Notice of Decisions/Minutes

For either a regular or special meeting, notice of decisions made must be filed with the Town Clerk within two business days, and full minutes of the meeting must be filed within seven days.

Minutes must include, at minimum, those members present and voting; location of meeting and time called to order; actions (votes/motions) taken, including who moved, who seconded, and what the vote was; and time adjourned. Minutes should also include a very brief summary of the discussion, such that someone looking back five years would be able to understand what occurred.

### Executive Session

An executive session must be listed on the agenda. A specific motion to go into executive session must be made, seconded, and approved by 2/3 of the members present. If any person not a member of the board or commission, who has specific purpose or input to the issue, is invited to attend, the name and purpose must be clearly stated in the motion. The time of start and completion of the executive session must be recorded in the minutes. No votes or actions of any type may be taken in executive session. Action or motions are to be made and recorded after the completion of the executive session.

### Conduct of Meetings

Public meetings are for the purpose of the orderly transaction of public business. In the event that any meeting is interrupted by any person or group of persons, so as to render the orderly conduct of the meeting unfeasible, and order cannot be restored by the removal of those individuals willfully interrupting the meeting, the agency may order the room cleared and continue in session. In this instance, only matters appearing on the agenda may be considered. The board or commission may establish a procedure for readmitting individuals not responsible for willfully disturbing the meeting.

### Disclaimer

This section of the handbook is intended as the barest minimum of guidelines relative to the Freedom of Information Act. Section 1-200 of the Connecticut General Statutes controls the conduct of any public agency. The full text of the statute should be included in the procedural handbook of every board or commission. Both the chairmen and clerks of commissions have a responsibility to be familiar with these requirements. The Board of Selectmen have regular workshops on commission procedures and associated issues.

(Taken from, "Commission Procedures – Freedom of Information Act – FOI – For Dummies," by A. Lathrop. 02/2002)

## CODE OF ETHICS

Just as the Freedom of Information Act preserves openness and transparency for governmental meetings and by-laws govern local boards and commission, codes of ethics govern the members of those boards/commissions.

As a board member, you are bound to the Town's Code of Ethics, which is attached. You should be well-versed in all aspects of this policy.

If at any time you have a question or concern regarding the Code of Ethics or are unsure about a potential ethics issue, you can contact the Ethics Commission or First Selectman's Office.

**Chapter 53, ETHICS, CODE OF**

**[HISTORY: Adopted by the Town Meeting of the Town of Colchester 5-26-1998. Amendments noted where applicable.]**

**GENERAL REFERENCES**

**Conflicts of interest and Board of Ethics -- See Charter §C-1408.**

**§ 53-1. Statement of purpose.**

Public office is a public trust. The trust of the public is essential for government to function effectively. Public policy developed by government officials and employees affects every citizen of the municipality, and it must be based on honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting this code, this municipality seeks to avoid any loss of trust and to maintain and increase the confidence of our citizens in the integrity and fairness of their government.

**§ 53-2. Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

**BUSINESS** -- Any entity through which business for profit or not for profit is conducted, including without limitation a corporation, partnership, proprietorship, firm, enterprise, limited liability company, franchise, association, organization or self-employed individual.

**BUSINESS WITH WHICH HE/SHE IS ASSOCIATED** -- A business of which the person or a member of his/her immediate family is a director, officer, owner, partner, member, employee, compensated agent or holder of stock which constitutes 5% or more of the total outstanding stock of any class.

**CODE** -- This Code of Ethics.

**COMMISSION** -- The Municipal Ethics Commission established in § 53-3.

**COMPLAINT** -- Any complaint received by the Commission alleging a violation of this Code of Ethics. See §§ 53-5 through 53-8.

**COMPLAINANT** -- A party that makes the complaint as described in §§ 53-5 through 53-8.

**CONFIDENTIAL INFORMATION** -- Information, whether transmitted orally, in writing or by any other means, which is obtained by reason of the public position or office held and is of such nature that it is not, at the time of transmission, a matter of public record or public knowledge.

**FINANCIAL INTEREST** -- Any interest with a monetary value of \$100 or more or which generates a financial gain or loss of \$100 or more in a calendar year.

**GIFT** -- Anything of value, including entertainment, food, beverage, travel and lodging, given or paid to a public official or public employee to the extent that consideration of equal or greater value is not received. A gift does not include:

A. A political contribution otherwise reported as required by law or a donation or payment as described in Subdivision (9) or (11) of Subsection (b) of C.G.S. § 9-333b.

B. A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business.

C. A gift received from an individual's spouse, significant other, fiancée or fiancé, the parent, brother or sister of such spouse or such individual, or the child of such individual or the spouse of such child.

D. Goods or services which are provided to the municipality and facilitate governmental action or functions.

E. A certificate, plaque or other ceremonial award costing less than \$100.

F. A rebate or discount on the price of anything of value made in the ordinary course of business without regard to that person's status.

G. Printed or recorded informational material germane to governmental action or functions.

H. Items of nominal value, not to exceed \$10, containing or displaying promotional material.

I. An honorary degree bestowed upon a public official or public employee by a public or private university or college.

J. A meal provided at an event and/or the registration or entrance fee to attend such an event, in which the public employee or public official participates in his/her official capacity.

K. A meal provided in the home by an individual who resides in the municipality.

L. Gifts of nominal value not to exceed \$25 tendered on generally recognized gift-giving occasions such as Christmas, Hanukkah, birthdays, the birth or adoption of a child, weddings, confirmations or bar/bat mitzvahs, provided that the total value of such gifts from any person in any calendar year does not exceed \$100.

**IMMEDIATE FAMILY** -- Any spouse, child or dependent relative who resides in the individual's household.

**INDIVIDUAL** -- A natural person.

**INDIVIDUAL WITH WHOM ONE IS ASSOCIATED** -- An individual with whom the person or a member of his/her immediate family mutually has an interest in any business.

**MUNICIPALITY** -- The Town of Colchester and shall include any special district contained therein.

**OFFICIAL RESPONSIBILITY** -- The direct administrative or operating authority, whether intermediate or final and whether exercisable personally or through subordinates, to approve, disapprove or otherwise direct government action.

**PERSON** -- An individual, sole proprietorship, trust, corporation, union, association, firm, partnership, committee, limited liability company, club or other organization or group of persons.

**PUBLIC EMPLOYEE** -- A person employed, whether part time or full time, by the municipality or a political subdivision thereof.

**PUBLIC OFFICIAL** -- An elected or appointed official, whether paid or unpaid or full or part time, of a municipality or political subdivision thereof, including candidates for the office, and shall also include a district office elected pursuant to C.G.S. § 7-327.

**RESPONDENT** -- One who answers to an allegation of a violation of this Code of Ethics contained in a complaint.

**SPECIAL DISTRICT** -- A district established pursuant to C.G.S. § 7-324.

**§ 53-3. Municipal Ethics Commission.**

A. There shall be a Municipal Ethics Commission consisting of five members. The members shall be appointed by vote of the Board of Selectmen for terms of three years, except that, of the initially appointed members, one shall serve for one year, two for two years and two for three years. No individual shall be appointed to more than two consecutive three-year terms, provided that any member may continue in office until a successor has been appointed. No more than three members shall be members of the same political party.

B. All members shall be electors of the municipality. No member shall:

- (1) Have held public office or have been a candidate for public office for a two-year period prior to appointment;
- (2) Hold office in any political party or political committee; or
- (3) Be a public official in any other capacity other than a notary public or Justice of the Peace.

C. The Commission shall elect a Chairperson who shall preside at meetings of the Commission and a Vice Chairperson to preside in the absence of the Chairperson. Three members shall constitute a quorum. A majority vote of the Commission shall be required for action of the Commission. The Chairperson or any three members may call a meeting.

**§ 53-4. Duties of Commission.**

A. The Commission shall:

- (1) Compile and maintain a record of all reports, advisory opinions, statements and memoranda filed by and with the Commission to facilitate public access to such reports and statements.
- (2) Issue opinions with regard to the requirements of this code upon the written request of any person. Advisory opinions rendered by the Commission, until amended or revoked, shall be binding on the Commission and shall be deemed to be final decisions of the Commission. Any person who requested an advisory opinion and who acts in good-faith reliance on such advisory opinion shall be entitled to use such reliance as an absolute defense to any complaint brought under the provisions of the code in connection with the specific activities that were subject of the advisory opinion.
- (3) Report annually on or before February 1 to the Board of Selectmen summarizing the activities of the Commission.

B. The Commission may adopt, after a public hearing, rules and regulations not inconsistent with this code for the administration and implementation of the code.

C. The Commission may employ necessary staff or outside counsel within available appropriations.

**§ 53-5. Procedure for receiving complaint.**

A. The Commission shall receive complaints from any person alleging violation of the code. Any complaint received by the Commission must be in writing on a form prescribed by the Commission and signed under penalty of false statement by the individual making said complaint before:

- (1) A Judge of a court of record;
- (2) A clerk or deputy clerk of a court having a seal;
- (3) A Commissioner of Deeds or Town Clerk;
- (4) A notary public;
- (5) A Justice of the Peace; or
- (6) An attorney admitted to the bar of the State of Connecticut.

B. If the complainant intentionally makes a false statement, he/she shall be subject to fines of up to \$ 1,000 and penalties of up to one year imprisonment under the provisions of C.G.S. § 53a-157b for a Class A misdemeanor.

**§ 53-6. Investigation procedures; time limits; notice and hearings.**

A. Upon the complaint of any person on a form prescribed by the Commission, signed under penalty of false statement, or upon its own complaint, the Commission shall investigate any alleged violation of this code. Until such time as the Commission makes a determination of probable cause, any allegations

and any information supplied to or received from the Commission shall not be disclosed to any party by a complainant, witness or Commission or staff member, except upon the written request of the respondent.

(1) Not later than 10 days after the receipt or issuance of such complaint, the Commission shall provide notice of such receipt or issuance and a copy of the complaint by registered or certified mail to any respondent against whom such complaint is filed and shall provide notice of the receipt of such complaint to the complainant. Complaints shall be noted as received at a scheduled meeting.

(2) If the complaint has been filed by a member of the public, the Commission shall review the complaint to determine:

(a) Whether the allegations contained therein if proved would constitute a violation of any provision of the code. If the Commission determines that the complaint does not allege sufficient facts to constitute a violation, the Commission shall dismiss the complaint and duly notify the complainant and respondent by registered or certified mail.

(b) If the Commission determines that the complaint alleges sufficient facts to constitute a violation, then within 30 days after so determining, the Commission shall fix a date for the commencement of the hearing on the allegation contained therein. Such hearing shall be conducted in two phases. In the first phase, the Commission will make a confidential determination as to whether there is probable cause to believe the facts alleged in the complaint actually occurred. If the Commission does not make a finding of probable cause, the complaint and all records for the hearing shall remain confidential except upon the written request of the respondent. If the Commission makes a finding of probable cause, the Commission shall proceed to the second phase, which shall be a public hearing to determine whether a violation has occurred. The hearing date regarding any complaint shall be not more than 60 days after the filing of the complaint.

B. In the conduct of an investigation of an alleged violation of this code:

(1) The Commission shall have the power to hold hearings, administer oaths, examine witnesses, receive oral and documentary evidence, subpoena witnesses and require the production for examination by the Commission of any books and papers that the Commission deems relevant in any matter under investigation or in question. In the exercise of such powers, the Commission may use the services of the municipal police, who shall provide the same upon the Commission's request.

(2) The respondent shall have the right to appear and to be represented by legal counsel and to examine and cross-examine witnesses. All witnesses will be sworn.

C. The Commission shall make no finding that there is a violation of any provision of the Code, except upon the concurring vote of at least four of its members.

D. Any hearing conducted by the Commission shall be governed by the Administrative Procedures Act, C.G.S. § 4-178.

E. No complaint may be made under this code, except within three years after the violation alleged in the complaint has been committed.

F. No person shall take or threaten to take official action against an individual for such individual's disclosure of information to the Commission under the provisions of this code.

**§ 53-7. Confidentiality of complaints; evaluations of possible violations and investigations; publication of findings.**

A. Unless the Commission makes a finding of probable cause, a complaint alleging a violation shall be confidential, except upon the written request of the respondent unless such information is required to be disclosed pursuant to the Freedom of Information Act, C.G.S. § 1-200 et seq.

B. Prior to any other action on a complaint, the Commission may conduct a preliminary investigation to determine whether the filing of a complaint is warranted. This preliminary investigation shall be confidential, except upon the written request of the respondent.

C. If the Commission makes a finding of no probable cause, the complaint and the record of its investigation shall remain confidential, except upon the request of the respondent. No complainant, witness, designated party or Commission or staff member shall disclose to any third party any information learned from the investigation, including knowledge of the existence of a complaint, which the disclosing party would not otherwise have known. The Commission shall inform the complainant and the respondent of its finding by registered or certified mail not later than three business days after termination of the hearing or investigation.

D. The Commission shall make public a finding of a violation not later than five business days after the termination of the hearing. At such time, the entire record of the investigation shall become public. The Commission shall inform the complainant and the respondent of its finding and provide them a summary of its reasons for making such a finding by registered or certified mail not later than three business days after termination of the hearing.

**§ 53-8. Penalties for offenses.**

A. Upon determination that a violation of any provision of the code has occurred, the Commission will impose sanctions as follows:



- (1) Public censure and reprimand;
  - (2) A civil penalty of not more than \$100 per violation; and/or
  - (3) Restitution of any pecuniary benefits received because of the violation committed.
- B. Upon determination that a violation of any provision of this code has occurred, the Commission may also recommend to the Board of Selectmen the following actions:

(1) In the case of a public employee, disciplinary action as provided for by town policy and/or collective bargaining agreement.

(2) In the case of an appointed official, removal from office as provided in the Town Charter. EN

(3) In the case of an elected official, removal from office as provided in Connecticut General Statutes.

**§ 53-9. Public employees and officials.**

A. No public employee or public official shall engage in or participate in any business or transaction, including but not limited to outside employment with a private business, or have an interest, direct or indirect, which is incompatible with the proper discharge of his/her official responsibilities in the public interest or which would tend to impair his/her independent judgment or action in the performance of his/her official responsibilities.

B. Gifts.

(1) No public employee or public official shall solicit or accept any gift from any person which to his/her knowledge is interested in any pending matter within such employee's or official's official responsibility.

(2) If a prohibited gift is offered, he/she must refuse it, return it, pay the donor the full value of the gift or donate it to a nonprofit organization, provided that he/she does not receive the corresponding tax benefit. Alternatively, it may be considered a gift to the municipality, provided that it remains in the municipality's possession permanently.

C. Voting.

(1) A public employee or public official shall refrain from voting upon or otherwise participating in any matter on behalf of the municipality if that employee or official, a business with whom he/she is associated, an individual with which he/she is associated or a member of his/her immediate family has a financial or personal interest in the transaction or contract, including but not limited to the sale of real estate, materials, supplies or services to the municipality; provided, however, that the restrictions of this Subsection C(1) shall not apply if such financial or personal interest accrues to him/her, his/her spouse, a dependent child or a business with which he/she, his/her spouse or a dependent child is associated as a member of a profession, occupation or group to no greater extent than to any other member of such profession, occupation or group.

(2) If such participation is within the scope of the public employee's or public official's official responsibility, he/she shall be required to provide written disclosure, which sets forth in detail the nature and extent of such interest, to the Commission.

(3) Notwithstanding the prohibition in Subsection C(1), a public employee or public official may vote or otherwise participate in a matter if it involves a determination of general policy and the interest is shared with a substantial segment of the population of the municipality.

D. Appearance on behalf of private interests.

(1) Except for a public official who receives no compensation for his/her service to the municipality other than per diem payments and reimbursement of expenses, no public employee or public official shall appear on behalf of private interests before any board, agency or committee of the municipality.

(2) Except for a public official who receives no compensation for his/her service to the municipality other than per diem payments and reimbursement of expenses, no public employee or public official shall represent private interests against the interests of the municipality in any litigation to which the municipality is a party.

E. Appearance on own behalf.

(1) Nothing contained in this code shall prohibit or restrict a public employee or public official from appearing before any board or commission of the municipality on his/her own behalf, or from being a party in any action, proceeding or litigation brought by or against the public employee or public official to which the municipality is a party.

(2) No public official or public employee shall appear on behalf of private interests before any board, commission or agency of the municipality, nor shall he/she represent private interests in any action or proceeding against the town in any litigation, when such appearance or representation would be in conflict with or would impair his/her independence of judgment and action in the performance of his/her official duties as such officer or employee.

F. No public employee or public official shall disclose confidential information concerning municipal affairs, or use confidential information acquired in the course of and by reason of his/her official duties nor shall he/she use such information for the financial interests of himself/herself or others.

G. No public employee or public official shall request or permit the use of municipal-owned vehicles, equipment, facilities, materials or property for personal convenience or profit, except when such are

available to the public generally or are provided as municipal policy for the use of such public employee or public official in the conduct of official business.

H. No public employee or public official, or a business with which he/she is associated, or member of his/her immediate family shall enter into a contract with the municipality unless it is awarded through a process of public notice and competitive bidding; provided, however, that this restriction shall not apply to any contract the total value of which is \$1,000 or less.

I. No public employee or public official shall use his/her position or office to take any action that would benefit, financially or otherwise, such employee or official or any other person or organization in a manner that is not available to all similarly situated persons or organizations, nor shall any public employee or public official take any action in his/her official capacity in exchange for or as a quid pro quo for any benefit of any kind that he/she has received from any persons or organization.

J. No public employee or public official shall accept a fee or honorarium for an article, appearance or speech, or for participation at an event, in his/her official capacity.

K. No public employee or public official, or member of such individual's immediate family or business with which he/she is associated, shall solicit or accept anything of value, including but not limited to a loan, political contribution, reward or promise of future employment based on any understanding that the vote, official action or judgment of the public employee or public official would be or had been influenced thereby.

L. No public official or public employee shall grant or accept any special consideration, treatment or advantage to or from any person beyond that which is available to every other person.

**§ 53-10. Paid consultants of municipality.**

A. No paid consultant of the municipality shall represent a private interest in any action or proceeding against the interest of the municipality which is in conflict with the performance of his/her duties as a consultant.

B. No paid consultant may represent anyone other than the municipality concerning any matter in which he/she participated personally and substantially as a consultant to the municipality.

C. No paid consultant shall disclose confidential information learned while performing his/her duties for the municipality nor shall he/she use such information for the financial interests of himself/herself or others.

**§ 53-11. Former public employees and officials.**

A. No former public employee or public official shall appear for compensation before any municipal board or agency in which he/she was formerly employed or with which he/she formerly served at any time within a period of one year after termination of his/her employment or service with the municipality.

B. No former public employee or public official shall represent anyone other than the municipality concerning any particular matter in which he/she participated personally and substantially while in municipal service.

C. No former public employee or public official shall disclose or use confidential information acquired in the course of and by reason of his/her official duties, for any reason, unless compelled to do so by law.

D. No former public employee or public official who participated substantially in the negotiation or award of a municipal contract obliging the municipality to pay an amount of \$100,000 or more, or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the municipality for a period of one year after such contract is signed.

E. No former public official or public employee shall appear before any board, commission, committee or agency of the municipality in relation to any case, proceeding, application or contract in which he/she personally participated during the period of his/her service or employment, or which was under his/her active consideration for a period of 12 months from the date of termination of his/her employment with or service to the town.

**§ 53-12. Conflict of interest statement; filing requirements.**

A. All appointed members of town boards and commissions, elected officials and department heads shall file, under penalty of false statement, on a form designated by the Ethics Commission, a statement declaring any conflict of interest or potential conflict of interest as defined in §§ 53-9 through 53-11 of this code.

B. All appointed members of town boards and commissions, elected officials and department heads must recuse themselves from any decision that would incur a conflict of interest or potential conflict of interest. Failure to do so will constitute a violation of this code.

C. Failure to file this conflict of interest statement as required by this section of this code shall constitute a violation of the code, subject to penalties as defined in § 53-8.

**§ 53-13. Distribution of code.**

The Commission shall cause a copy of this Code of Ethics to be distributed to every public employee and public official within 60 days after enactment of this code. Each public employee and public official shall be furnished a copy before entering upon the duties of his/her office or employment. A signed receipt for all copies shall be returned to the Chair of the Commission and retained on file.

# DEALING WITH THE PRESS

Opportunities may arise where a member of the press would like to speak with you regarding a board/commission decision or upcoming discussion. Understanding your role, that of the chairman, and of the First Selectman will greatly diminish the chance of “misspeaking” or saying something you wish you could later repeal.

The ability to differentiate between being a citizen and being a representative of the Town or board/commission is vital. When not representing the board/commission, citizens are free to speak on any issue. However, it should be understood that as a member of a town board/commission, your public persona may change into that of being perceived as a “representative” of the town.

## BOARD/COMMISSION

In most cases, the chairman of the board/commission will be the spokesperson for the group. Unless given authority by the chairman of the board/commission, members should be careful to politely delegate all questions and answers to the chairman. More importantly, when given authority, board/commission members should make sure all comments are directly related to board/commission activities and actions.

## TOWN-WIDE

In all cases, when a reporter asks a question regarding a town policy or an area outside the realm of the board/commission the member serves on, the First Selectman’s Office is responsible for answering questions, coordinating press conferences, or anything else with regards to media relations. In the event a board/commission needs to promote or arrange an event that relates to the board/commission, all aspects should be coordinated through the First Selectman’s Office.