

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

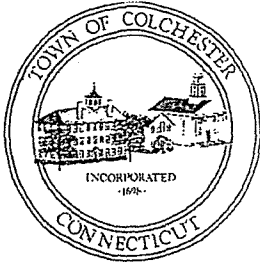
**Board of Selectmen Regular Meeting Agenda
Thursday, May 19, 2011
Colchester Town Hall**

Meeting Room 1 – 7:00pm

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COLCHESTER, CT
2011 MAY 17 PM 4:01
Gregg Schuster
First Selectman

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the May 5, 2011 Special Commission Chair Meeting
4. Approve Minutes of the May 5, 2011 Regular Board of Selectmen meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Ethics Commission. Member re-appointment to the Ethics Commission to a three-year term to expire 5/30/2014.
Dan Henderson to be interviewed.
 - b. Sewer & Water Commission. Member re-appointment to the Sewer & Water Commission to a three-year term to expire 6/30/2014.
Rich LeMay to be interviewed.
 - c. Sewer & Water Commission. Member re-appointment to the Sewer & Water Commission to a three-year term to expire 6/30/2014.
Tom Tripodi to be interviewed.
 - d. Sewer & Water Commission. Member re-appointment to the Sewer & Water Commission to a three-year term to expire 6/30/2014.
Ron Silberman to be interviewed.
 - e. Commission on Aging. Resignation of Member Barbara Warden.
 - f. Commission on Aging. Member or Alternate Appointment to the Commission on Aging for a term to be designated dependent on appointment. Goldie Liverant to be interviewed.
 - g. Commission on Aging. Member or Alternate Appointment to the Commission on Aging for a term to be designated dependent on appointment. Marilyn Finnigan to be interviewed.

- h. Commission on Aging. Discussion and Possible Appointment of Herb Davis, Goldie Liverant, Rob Gustafson, or Marilyn Finnigan to the Commission on Aging
 - i. Two Open Member Positions; expiring 12/31/11 and 12/31/13
 - ii. Two Open Alternate Positions; expiring 12/01/11 and 12/01/12
 - i. Chatham Health District. Discussion on Make-Up of Health District Appointees.
 - j. Chatham Health District. Discussion and Possible Appointment of Blyse Soby, Russell Melmed, or Gregg Schuster to the Chatham Health District Board of Directors.
 - i. Two Member Positions; expiring three years from appointment
 - k. Open Space Commission. Discussion and Possible Member Appointment of John Henley to the Open Space Commission for a two-year term to expire 3/31/2013.
 - l. Zoning Board of Appeals. Discussion and Possible Alternate Appointment of Christopher Bourque to the Zoning Board of Appeals for a five-year term to expire 12/31/2015.
7. Budget Transfers
 8. Tax Refunds & Rebates
 9. Discussion and Possible Appointment of Don Favry as Animal Control Officer for a term to expire 05/19/2012.
 10. Discussion and Possible Adoption of A Resolution Concerning African American Revolutionary War Patriots of Colchester, Connecticut and the Proposed National Liberty Memorial
 11. Discussion and Possible Action on Release of McDonald Farm Subdivision Bond
 12. Discussion and Possible Action on CTIP Application
 13. Discussion and Possible Action on Senior Center Lease
 14. Discussion and Possible Action on Voice Over Internet Protocol
 15. Discussion and Possible Action on Contract with State Police for Resident State Trooper Services
 16. Discussion and Possible Action on Renewal of Agreement for OPEB Actuarial Valuation Services
 17. Citizen's Comments
 18. First Selectman's Report
 19. Liaison Report
 20. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Colchester Commission Chairmen Meeting Minutes
Thursday, May 5, 2011
Colchester Town Hall – 7:00PM
Meeting Room 1

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MAY 10 2011

RECEIVED
COLCHESTER, CT
2011 MAY - 6 AM 10:09

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

MEMBERS ABSENT:

OTHERS PRESENT: Robert Tarlov, Robert Parlee, James Paggioli, Ron Goldstein, Jean Stawicki, Adam Turner, Jay Gigliotti, Laurie Robinson, Katy Nally, Ryan Blessing, and other citizens.

1. Call to Order

First Selectman G. Schuster called the meeting to order at 7:00 p.m.

2. Commission Updates – Commission Chairs

Chair Ron Goldstein reported that the Board of Education is anticipating the budget referendum, which is taking place next Tuesday; high school graduation is scheduled for June 20 and the middle school ceremony is June 18; math night and literacy night (where students recap what they learned through the year) are occurring this week; the Bacon Academy wrestling team won the State Championship; three Bacon senior have been selected for the National Merit Scholarship (based on PSAT scores); and two Bacon students have been chosen for the statewide poetry competition (out of four total selectees).

Robert Tarlov reported that the Board of Finance is also anticipating the budget referendum next week after months of deliberation, discussion, and hard choices.

First Selectman G. Schuster read a report regarding the Commission on Aging from Jean Stawicki.

First Selectman G. Schuster read a report regarding the Economic Development Commission from Chair Stephen Cohn.

First Selectman G. Schuster read a report regarding the Ethics Commission from Chair Genea Bell

First Selectman G. Schuster read a report regarding the Open Space Advisory Committee from Chair Nick Norton

First Selectman G. Schuster read a report regarding the Planning and Zoning Commission from Chair Joseph Mathieu.

Chair Robert Parlee reported that the Police Commission is still working on police strategic goals, rules and regulations, the five-year equipment plan, officers are looking to replace their uniforms with a new design, officers are attending their bi-annual recertification classes, four police officers are getting their mountain bike certification, Officers Goss and Shield have completed their FTO requirements, they are exploring options for new police cruisers, and they are continuing to work toward an 11th officer and fulfilling the town's goal of staffing a third shift.

Chair Laurie Robinson reported that the Zoning Board of Appeals has not received any appeals since the January Commission Chair meeting, and the Board is concerned about the vacancies in the two alternate positions on the Board.

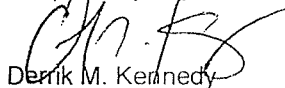
No reports received from:

Chair Dave Anderson on the Board of Assessment Appeals
Merja Lehetinen on the Cable Advisory Committee
Chair Falk Von Plachecki on the Conservation Commission
Chair Jack Faski on the Fair Rent Commission
Chair Ellen Sharon on the Historic District Commission
Chair Jan LaBella on the Housing Authority
Chair Sean O'Leary on the Parks & Recreation Commission
Chair Brendan Healy on the Police Retirement Board
Chair Richard LeMay on the Sewer & Water Commission
Chair Thomas St. Louis on the Youth Services Advisory Board

3. Adjourn

G. Cordova moved to adjourn the Commission Chair Meeting at 7:15 p.m., seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derek M. Kennedy
Executive Assistant to the First Selectman

Attachments:

- Report on the Commission on Aging from Chair Jean Stawicki
- Report on the Economic Development Commission from Chair Steve Cohn
- Report on the Ethics Commission from Chair Genea Bell
- Report on the Open Space Advisory Committee from Chair Nick Norton
- Report on the Planning & Zoning Commission from Chair Joe Mathieu

39 Caverly Mill Road
Colchester, CT 06415
May 5, 2011

Mr. Greg Schuster
First Selectman
And Board of Selectmen
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

Re: Commission on Aging Quarterly Report


Dear Board of Select men,

The Commission on Aging is still working on evaluating its By-Laws. Rose Levine has put together another presentation entitled, "Caring for a Loved One with Alzheimer's Disease or Any Other Dementia", which had an original presentation date of March 23, 2011, but which was cancelled on account of weather. The new date is dependent on finding a mutually agreeable date when several of the very busy speakers can be brought together. Rose has been working hard on putting these presentations together and they have been very well received by the Colchester community.

The Colchester Senior Center Study Group has returned its report which the Commission on Aging will be evaluating at its up-coming meeting(s).

The Commission on Aging is short three members and is having trouble getting its work done.

Sincerely,


Jean M. Stawicki, Chairman
Commission on Aging

COMMISSION CHAIR MEETING

MAY 5, 2011

ECONOMIC DEVELOPMENT COMMISSION

The commission is pleased to welcome Candice Barnes, Colchester's Economic Development Coordinator, to the Colchester operation and we look forward to working with her. Candice has been involved with the commission since starting her role. EDC's focus over the coming months will be to work with Candice on strategy, identify areas the EDC can be of assistance and brainstorm on economic development. The EDC commission will be submitting to the First Selectman's office a C-TIP recommendation recently brought to the committee by Candice. This is the first C-TIP application for 2011. EDC has a vacancy and is always interested in speaking to potential volunteers.

Respectively,
Steve Cohn
Chairman

COMMISSION CHAIR MEETING

MAY 5, 2011

ETHICS COMMISSION

The Ethics Commission continues to have a quiet year. There have been no complaints and no requests for advisory opinions received this year. There has been one resignation from the commission, which had previously been full. In addition, another commissioner's term expired in January and he has not yet applied for reappointment. I do not know whether he intends to reapply. Thus, we have two vacancies to fill. Fortunately, our commission has had very little business to conduct in the recent past. However, if and when a matter arises, the process we must undertake is best served when there are five voices at the table instead of three. Accordingly, I respectfully request that the Board of Selectman consider our Board when making appointments in the future. I am always happy to answer questions for interested candidates.

Thank you,

Genea Bell
Chair, Colchester Ethics Commission

COMMISSION CHAIR MEETING

MAY 5, 2011

OPEN SPACE ADVISORY COMMITTEE

1. We are developing a matrix of open space benefits which can be used to prioritize decisions for acquisition of open space parcels.
2. We have updated the Town's open space map.
3. We have reviewed the proposed zoning concepts for rural areas.
4. We continue to examine current open space issues and offer recommendations to the Conservation Commission, when appropriate.

Nick Norton, Chairman

COMMISSION CHAIR MEETING

MAY 5, 2011

PLANNING & ZONING COMMISSION

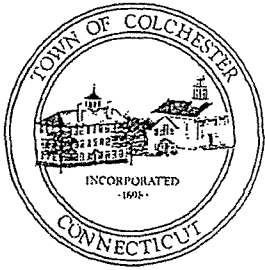
Dear Board of Selectmen,

Please accept this update on the activities of the Planning and Zoning Commission. As reported in previous meetings, the Commission is in the process of reviewing all zoning regulations with the goal of adopting revisions by year end. Staff has been making good progress in the drafting process and to date the Commission has reviewed and provided feedback on general process regulations as well as conceptual zoning district regulations for rural, suburban and village district zones. We will be reviewing additional zoning district concepts and development requirements (parking, lighting, signage) over the next few months. Our time table is to have the Commission review the full drafts over the summer months and then hold public review sessions in the fall. We will also be soliciting input from other Boards and Commissions at this juncture. After incorporating this feedback, we would proceed to public hearing and adoption in November / December.

Please feel free to contact me with any questions.

Regards

Joseph Mathieu
Chairman



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Board of Selectmen Regular Meeting Minutes
Thursday, May 5, 2011
Colchester Town Hall**

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

RECEIVED
COLCHESTER, CT
2011 MAY -6 AM 10:09
Gregg Schuster

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

MEMBERS ABSENT:

OTHERS PRESENT: Derrik Kennedy, Jim Paggioli, Adam Turner, Jay Gigliotti, Rob Tarlov, Jean Stawicki, Rob Parlee, Katy Nally, Ryan Blessing, and other citizens.

1. **Call to Order**
First Selectman G. Schuster called the regular Board of Selectmen meeting to order at 7:16 p.m.
2. **Additions to the Agenda**
S. Soby moved to delete agenda item #9, "Discussion and Possible Action on CTIP Application," and add agenda item #9, "Discussion and Possible Action on C3 School Readiness Grant," seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
3. **Approve Minutes of the April 7, 2011 Regular Board of Selectmen meeting**
S. Soby moved to approve the minutes of the April 7, 2011 Regular Board of Selectmen meeting, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
4. **Approve Minutes of the April 12, 2011 Special Board of Selectmen meeting**
G. Cordova moved to approve the minutes of the April 12, 2011 Special Board of Selectmen meeting, seconded by J. Ford. S. Soby and R. Coyle abstained. Remaining Selectmen approved. MOTION CARRIED.
5. **Citizen's Comments**
None.
6. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
 - a. **Commission on Aging. Member appointment to the Commission on Aging for a three-year term to expire 12/31/2013. Robert Gustafson to be interviewed.**
Robert Gustafson was interviewed.

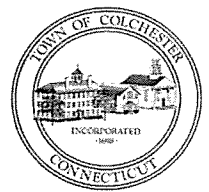
- b. **Commission on Aging. Member appointment to the Commission on Aging for a three-year term to expire 12/31/2013. Herb Davis was interviewed on 2/3/2011.**
No action taken.
 - c. **Open Space Commission. Member appointment to the Open Space Commission for a two-year term to expire 3/31/2013. John Henley to be interviewed.**
John Henley was interviewed.
 - d. **Zoning Board of Appeals. Alternate appointment to the Zoning Board of Appeals for a five-year term to expire 12/31/2015. Christopher Bourque to be interviewed.**
Christopher Bourque was interviewed.
 - e. **Chatham Health District. Board appointment to the Chatham Health Board of Directors for a three-year term to expire 6/30/2014. John Carroll to be interviewed.**
John Carroll was absent.
 - f. **Discussion on Make-Up of Health District Appointees.**
Discussion on make-up of appointees as well as discussion on adoption of appointment policy.
7. **Budget Transfers**
None.
8. **Tax Refunds & Rebates**
S. Soby moved to approve the budget transfers of \$18.33 to Tracy & Jerold Crowley, \$1,879.00 to Lloyd & Sharon Butler, \$34.60 to Marlene & Robert Jacques, \$388.84 to VW Credit Leasing LTD, \$636.53 to VW Credit Leasing LTD, \$96.77 to Michael Doody, Jr., \$186.77 to Julie Granger, \$227.64 to Chrysler Financial Services, and \$558.06 to EAN Holdings, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
9. **Discussion and Possible Action on C3 School Readiness Grant**
S. Soby moved to authorize the Colchester Collaborative for Children to submit the School Readiness Grant to the State Departments of Education and Social Services and authorize the First Selectman to sign all necessary documents, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
10. **Presentation by Adam Turner regarding Merchant Row / STEAP Grant**
Adam Turner, Jay Gigliotti, and Jim Paggioli presented to the Board.
11. **Discussion and Possible Action on Senior Center Exercise Instructor Contract**
R. Coyle moved to authorize Gregg Schuster, First Selectman, to sign the contract with Gina Schriver, Exercise Instructor, beginning June 1, 2011 and ending December 31, 2011, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

12. **Discussion and Possible Action on Ice Cream for Summer Concerts**
S. Soby moved to authorize the First Selectman to enter into a contract with New England Soft Serve to provide ice cream at the concerts during the summer of 2011, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
13. **Discussion and Possible Action on Early Retiree Reinsurance Program**
R. Coyle moved to approve the submission of application under ERRP program and authorize the First Selectman to sign any and all necessary documents, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
14. **Discussion and Possible Action on Unemployment Tax Management Corporation**
S. Soby moved to approve the Services Agreement with the Town and authorize the First Selectman to sign any and all necessary documents, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
15. **Discussion and Possible Action on Contract with Verizon Wireless**
G. Cordova moved to authorize the First Selectman to sign the WSCA Governmental User Agreement to purchase wireless services and products from Verizon Wireless through October 31, 2012, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
16. **Citizen's Comments**
R. Parlee commented on Merchants Row project concerning trees and sidewalk maintenance.
17. **First Selectman's Report**
First Selectman G. Schuster reported that there has not been a final determination from FEMA regarding the January storms reimbursement; the Fire Department performed a live-burn last weekend and will perform another live-burn shortly to showcase new equipment; a graduate-level student team conducted a comprehensive review of the Fire Department's volunteer practices and will be presenting their findings Friday, May 06, at Company 1; on May 14 the Fire Department will be opening a fire training center at Schuster Park; and he recently attended the annual CCM Emergency Management Symposium.
18. **Liaison Report**
J. Ford reported that the Conservation Commission is moving Tractor Supply along.
19. **Adjourn**
G. Cordova moved to adjourn at 8:19 p.m., seconded by S. Soby. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrik M. Kennedy
Executive Assistant to the First Selectman



APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2009** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION	
NAME:	VW Credit Leasing Ltd
MAILING ADDRESS:	1401 Franklin Blvd, Libertyville, IL 60048
BILL NO:	2009-3-65176
BILL NO:	
BILL NO:	
BILL NO:	

REASON FOR APPLICATION: **Sold 1/10 689UYP**

AMOUNTS FOR REFUND								
Date Paid	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
8/4/11	\$ 630.01	10/09	7/10	\$ 209.84	\$	\$	\$ 209.84	\$ 420.17
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$

APPLICANT(S) SIGNATURE: See attached letter

OFFICE USE ONLY:

Accounting Codes			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 420.17
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest	\$

Collectors Recommendation to the Governing Body
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

ABATEMENT OR REFUND AMOUNT:	\$ 420.17	APPLICATION SUBMITTED DATE:	5/12/11
TAX COLLECTOR: TRICIA COBLENTZ		<i>Tricia Coblentz</i>	

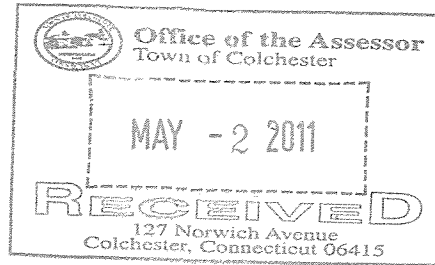
Governing Body Action Taken
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:
BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:		
CLERK SIGNATURE:		

VW CREDIT, INC.

April 26, 2011

Town of Colchester
Attn. Assessor's Office
127 Norwich Avenue
Colchester, CT 06415-1258



VW Credit, Inc.
1401 Franklin Boulevard
Libertyville, IL 60048
Phone + 1 847 371 4300
Fax + 1 847 371 4010

Re: October 1, 2009 Grand List
List #: 65176
Registration#: 689UYP
Vin#: WA1BY74L77D052656
Our Account#: 845451272

Dear Sir or Madam:

We remitted on July 1, 2010 motor vehicle tax payment for vehicles listed on your October 1, 2009 Grand list. The above referenced vehicle was sold during the 2009 Grand List date.

Enclosed are the Connecticut cancelled plate receipt and a copy of the Cancel Title. Please adjust the assessment on the vehicle, and forward any refunds to us. Furthermore, please provide us verification of the corrected assessments.

If you have any questions, please contact us at (847) 371-4151 or you may fax us at (847) 281-4363.

Sincerely,

Tax Department

Enclosures;



2009030065176

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

AS OF 05/04/2011

BILL NO:	2009-03-0065176	NAME:	VW CREDIT LEASING LTD
UNIQUE ID:	51547100	C/O:	
LINK #	2009MV0008969	ADDRESS:	1401 FRANKLIN BLVD
FILE#		ADDRESS2:	
BANK:		CITY ST ZIP:	LIBERTYVILLE IL 60048
ESCROW:		COUNTRY:	
DISTRICT:		YR/MAKE/MDL:	2007 / AUDI / Q7 3.6 Q
PROP ASSESSED:	25,130	REG / CL / ID:	689UYP / 1 / WA1BY74L77D052656
EXEMPTIONS:		ASSMNT CHANGE:	-16,760
COC CHANGE:	-16,760	TOWN BENEFIT	
COC #:	81234M	REG# EXPR:	04/21/2011
EXEMPT Change:			
NET VALUE:	8,370		
MILL RATE:	25.0700		

*** BILLED ***

	TOWN	TOTALS
INST1:	630.01	630.01
INST2:	0.00	0.00
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	-420.17	-420.17
TOT TAX:	209.84	209.84
TOTAL PAID:	630.01	630.01

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	BATCH	TERM	AMOUNT	INTEREST	LIENS	FEEs	TOTALS
Adj	11	05/04/2011	81234M	173	69	-420.17	0.00	0.00	0.00	0.00
Pay	2	08/04/2010		191	81	630.01	0.00	0.00	0.00	630.01
TOTAL PAYMENTS:						630.01	0.00	0.00	0.00	630.01

TOTAL BALANCE DUE AS OF 05/04/2011

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEEs DUE:	0.00
TAX DUE NOW:	-420.17
TOT DUE NOW:	-420.17
BALANCE AMT:	-420.17

*** FLAGS ***

Circuit Breaker Amt:	0	Benefit Year:	0
Invalid Address Flag	No		
Last Adjustment Reason	SOLD 1/10		

DRAFT

A Resolution Concerning African American Revolutionary War Patriots of [Town/City], Connecticut and the Proposed National Liberty Memorial

BY:

SECONDED BY:

WHEREAS, Senator Joseph Lieberman of Connecticut and Senator Charles Grassley of Iowa will introduce legislation in the U.S. Senate in May 2011 to complete the unfinished business of two decades: the construction of an entirely citizen-funded National Liberty Memorial to African Americans of the Revolutionary War at a location in the monumental core of Washington, D.C.; and

WHEREAS, from 1775 to 1783, an estimated 5,000 to 10,000 slaves and free persons served as soldiers, sailors and patriots in the Revolutionary War, including Cato Mead of Norwich, Connecticut, and later of Montrose, Iowa, while tens of thousands of men, women and children provided civilian assistance, ran away from slavery and petitioned courts and the General Assembly for freedom; and

WHEREAS, more than 800 African Americans who resided in over 80 towns and cities, and all eight counties, in Connecticut served in the Revolutionary War; and

WHEREAS, 33 African American soldiers and patriots from the Town of Colchester including ARCHELAUS, JACK BUCKLEY, CEASAR BEAMAN, ROBIN BLANCHARD, JOHNSON BRISTOL, JOSHUA BRISTOL, AARON CARTER, EDWARD CARTER, ESAU CARTER, CATO CUSH, DOMINE EARL, ANTHONY EDOR, ABRAHAM FREEMAN, EDWARD FREEMAN, JACK FREEMAN, JAMES FREEMAN, JOHN FREEMAN, PAUL FREEMAN, RUSSELL FREEMAN, JAPHET HAMMOND, DOLPHIN KELLOGG, PETER MAGIRA, ELISHA POMP, ELISHA POMPEY, JACOB RATHBUN, DR. CUFF SAUNDERS, MOSES SKEETER, ALPHEUS WRIGHT, DANIEL WRIGHT, CUFF WRIGHT, participated in the struggle for independence; and

WHEREAS, although the original memorial was not constructed, and the authority to do so has lapsed, genealogical research and the publication of hundreds of books over more than two decades reaffirm the significant contributions made by African Americans of the post-colonial period and validates their influence on the patriotism of future generations and the movement for civil rights; and

WHEREAS, the momentum to construct a national memorial, and to finally compile a comprehensive list of African American patriots, arose in 1984 out of the quest of Lena Santos Ferguson, deceased, of our sister town of Plainville, Connecticut to honor her heritage and expand the nation's understanding of the role of African Americans in the Revolutionary War; and

WHEREAS, beginning in 1984, Rep. Nancy Johnson, Senator Lowell Weicker, and Senator Chris Dodd were leaders in the enactment and advocacy of landmark legislation, including Public Law 98-245 commemorating African American patriotism and Public Laws 99-558 and 100-265 that authorize a national memorial and declare the history of "preeminent historical and lasting significance to the nation."

WHEREAS, these combined efforts, reported by the Hartford Courant over 24 years, brought about the publication in 2008 of *Forgotten Patriots, African American and American Indian Patriots in the Revolutionary War*, which contains the longest list so far of African Americans in the Revolutionary War, **NOW THEREFORE**,

BE IT RESOLVED THAT THE BOARD OF SELECTMEN OF THE TOWN OF COLCHESTER joins the National Mall Liberty Fund, D.C., (www.libertyfunddc.org) the congressional sponsors and original cosponsors of the National Liberty Memorial Act, including Rep. Donald Payne of New Jersey and Rep. Frank Wolf of Virginia, and those who applaud the decision of Congress and President Reagan in 1988 to authorize the predecessor memorial at a site between the Washington Monument and Lincoln Memorial.

BE IT FURTHER RESOLVED that the Board of Selectmen encourages volunteers to discover the names of still-unknown African American Revolutionary War soldiers, sailors and patriots, enlarge the body of knowledge about their lives and forward the information to National Mall Liberty Fund D.C. for inclusion in a database that will celebrate the trail blazers of Colchester together with those of hundreds of proud American communities.

BE IT FURTHER RESOLVED that the Board of Selectmen urges the Connecticut Delegation to the United States Congress to work for the enactment of the National Liberty Memorial Act and to spread knowledge of the history to institutions in New London County while promoting its potential for understanding and unity throughout the nation.

BE IT FURTHER RESOLVED that the Clerk of Board of Selectmen forward certified copies of this Resolution to the entire Connecticut Delegation to the United States Congress, the Governor of the State of Connecticut, the Speaker and President Pro Tem of the General Assembly and the local superintendent of schools, librarian and historical society.

THE FOREGOING RESOLUTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS:

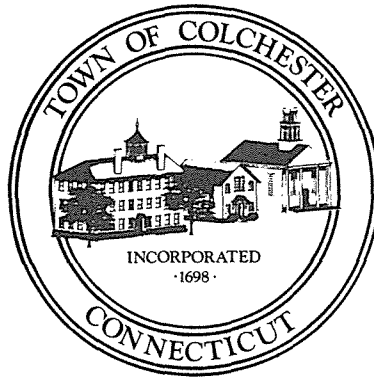
NAYS:

ABSENT:

AND THE RESOLUTION, AS AMENDED, WAS ADOPTED

May 13, 2011

Code Administration
Building Official
Fire Marshal
Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

To: Colchester Board of Selectmen

Copy: Kevin Kelly, James Paggioli, Craig Grimord

From: Salvatore A. Tassone P.E. – Town Engineer

A handwritten signature in black ink, appearing to read "Sal Tassone".

Re: McDonald Farm Subdivision, Piekarz Road, Colchester CT., prepared for Lawrence Green, dated 7-18-84, latest revision 6-6-85. (Book 22, sheet 204 of Colchester Land Records).

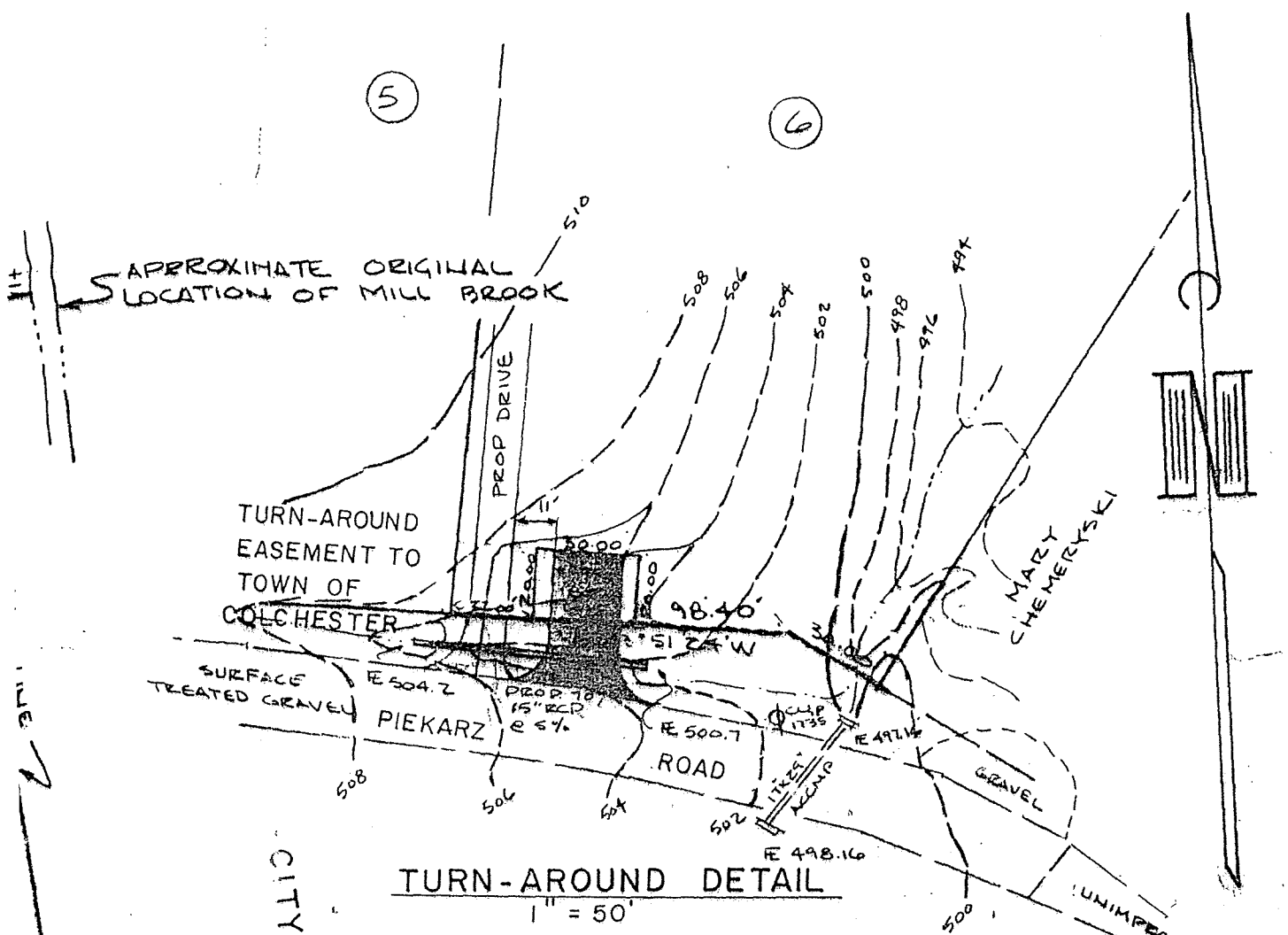
Due to recent notification by TD Bank, N.A., it has come to the town's attention that there is an outstanding bond associated with the referenced subdivision. After some investigation by the Town Engineer and the Zoning enforcement officer, it appears that this bond (Savings passbook account #00000030555143), in the original amount of \$1,250.00 was posted/delivered to the town on 12/13/85 to cover the cost of a proposed "turn-around required on lot 6" (currently 43 Piekarz Road). The current balance of this bond is approximately \$1,400.00.

This turn-around (**as shown on the attached map**) which was proposed near the end of Piekarz Road off of McDonal Road, has never been constructed. I have reviewed the proposed location, with Kevin Kelly (Highway supervisor) and James Paggioli (Director of Public Works) and we all concur that due to the extent of development on this road and the actual end of pavement being located approximately 150 feet further east than the proposed turn-around, this is not a desirable location for a turn-around. (This is likely why it was never pursued by the town). I have also met with Mr. Timothy Cronin (owner of 43 Piekarz Road) who is very much in favor of not pursuing construction of this turnaround as it would cause significant disturbance to his property, including the removal of three mature trees, the destruction of a very well built stone wall and the regrading of a portion of his front lawn and existing driveway.

Based on this assessment, there does not appear to be any reason for the Town to continue to hold this very outdated and currently inadequate bond. It is therefore recommended that this bond be released to the owner.

RECOMMENDED MOTION:

Recommend that the Board of Selectmen release subdivision bond Savings account #00000030555143 in the amount of \$1,250.00 plus accrued interest to owner/developer Larry Green.



TURN-AROUND DETAIL
1" = 50'

NOTE:

EAST PROPERTY LINE DESCRIBED IN VOLUME 59 PAGE 449 AS 50 FEET FROM AND PARALLEL TO THE WESTERLY EDGE OF MILL BROOK. MILL BROOK HAS BEEN ELIMINATED BY FLOODING OF MC DONALD'S POND. LINE AS SHOWN WAS ESTABLISHED BY CONCURRENCE WITH CITY OF NORWICH WATER DEPARTMENT

REFERENCE MAP TITLED:- PLAN MADE FOR - THE BOARD OF WATER COMMISSIONERS OF THE CITY OF NORWICH SHOWING MCDONALD'S POND AND ADJACENT LAND IN THE TOWN OF COLCHESTER SCALE 1 INCH = 200 FEET BY CHAUDLER & PALMER, ENGRS, NORWICH, CT. SHEET TWO OF TWO 1933 ADDITIONS MADE 1945 RETRACED 1972 BY BOB DESROSIERS U.P.U.D.

5

6

APPROXIMATE ORIGINAL LOCATION OF MILL BROOK

TURN-AROUND EASEMENT TO TOWN OF COLCHESTER

MARY CHEMEKYSKI

SURFACE TREATED GRAVEL

PIEKARZ

ROAD

GRAVEL

UNIMPROVED ROAD

CITY

OF

NORWICH

S 50° 23' 00" E
1328.93'

To: Board of Selectman

From: Candace Barnes

Re: Wellness Center

Date: May 19, 2011

Applicant (proposed address)

Dr. Kimble Greene
19 Maple Avenue
Amston CT 06231

The Center for Wellness LLC
11 Hayward Avenue
Colchester CT 06475

Background

Applicant has proposed to redevelop and occupy a recently restored existing historic structure on Hayward Avenue and then develop an additional office on a 1.6 acre adjacent parcel on Lebanon Avenue to house a “wellness business”. The 2010 taxable assessment value for the property on Hayward Road was approximately \$800,000

The Applicant has applied for a Colchester Tax Initiative Program (CTIP) and has proposed tax abatement to the maximum extent permissible.

The Wellness Center operates a current office in Amston/Hebron. The applicant owners are considering expanded permanent location in Hebron, Marlborough and Colchester.

Process

Qualified applicants for tax incentives are required to present their application to the EDC. The members of the Commission review each application and make a determination as to whether incentives are appropriate, based on certain criteria established by the Commission. If they determine that incentives are appropriate, Commission members will further determine the appropriate amount and duration for the incentive. Economic Development Commission reviewed the proposal and recommended a potential 100 abatement of all property taxes collected over the current amount for a period of 3 years for the second property.

From this review by the Economic Development Commission, the application and recommended incentive package was sent to the Board of Selectmen. The Selectmen may consider the recommendation and adjust the package, as they deem appropriate. After the

Selectmen's review and approval, the package is brought before the legislative body of the Town, (the Town Meeting), for approval. The Town Meeting is the sole decision maker regarding the approval of the incentive package. The members of the Economic Development Commission and the Board of Selectmen simply develop recommendations for the package.

Standards

The Economic Development Commission/Selectman may consider the following criteria to base recommendations on tax incentives:

- Need for incentives
- Potential for new job creation
- Providing a product, need or service to the local community
- Appropriateness of the business to its proposed location
- Possibility for the business to spawn other new businesses
- Planned use by the business of other Colchester vendors
- Compatibility of the project with the environment and town resources
- Contribution to the Town's infrastructure, including roads and utilities
- Net gain provided to the Town tax base
- Improvement or renovation to historic structures

These are not exclusive criteria, and the members of the Commission may consider other issues when appropriate to do so.

Finding

The applicant proposes to develop their Wellness Center project in five planned phases. The first three involve the gradual purchase of two buildings at 11 Hayward Road with fourth and fifth phases involving the purchase and development of an adjacent 1.6 acre parcel on Lebanon Avenue. The Hayward Road parcel is currently in condominium ownership consisting of four units.

The initial phase of the "Wellness Avenue" project would include the purchase of Unit #4 (the Red Barn Building) on the 11 Hayward Road property, and the renovation of that unit to be occupied by current staff of the Wellness Center. The estimated cost of the first phase is \$245,000 to purchase the "Red Barn" building and \$10,000 to rehabilitate the purchased structure.

The second and third phases regards the applicant's proposal to purchase the other building on the 11 Haywood Avenue site (the Yellow Building) at an estimated cost of \$550,000 with \$10,000 in additional expenditure for structure improvements.

The fourth and fifth phases would involve the purchase of property of a 1.6 acre property on Lebanon Avenue adjacent to 11 Hayward Road. The project had been approved for an Adult Congregate Living Facility (ACLF) that was never developed. The applicant proposes to develop a 6,000 to 10,000 square foot structure on that site. The development

of the Lebanon Avenue site is estimated at \$800,000 to \$1,000,000 to purchase the property and \$1.5 million to construct a 7,500 square foot building.

The Applicant is a local professional currently doing business in Amston. Their proposal would house a consortium of local vendors. The applicant projects that 15 professionals would be located on site once the 11 Hayward Road property is rehabilitated and once the project was fully completed, as much as 30 additional positions would be located on site.

The Applicant estimates that once the initial property improvements are completed and the “red barn” building is occupied by wellness professionals it would generate approximately \$8,000/year in business property and personal taxes, similar to what the building is assessed at currently.

Applicant estimates that the purchase, rehabilitation and occupation of the second structure would generate a minimum of \$16,000 annually in property and personal property taxes. The completion of the first two phases then would result in \$24,000 in property taxes assessed. The property currently generates nearly that in property taxes.

These phases of the project are difficult to accurately assess given a wide range of development cost but is reasonable to project that \$75,000 and more could be generated if the building was developed to the specifications proscribed by the applicant.

Relation to Incentive Standards

Need for incentives – the applicant is located in Hebron/Amston and is evaluating locations outside Colchester. While there might be a chance for the applicant to locate in Colchester without local incentives, it is reasonable to conclude that incentives would benefit a large project such as this.

Potential for new job creation – The applicant estimates that 30 to 45 professional positions would be housed in the new wellness complex

Providing a product, need or service to the local community – The proposed wellness center will provide health and other quality of life benefits to town residents and to the regional community as well. The center will improve and occupy an important building, currently restored but is unfortunately currently nearly vacant.

Appropriateness of the business to its proposed location – the applicant proposes to rehabilitate the existing use on Hayward Avenue and construct an additional office structure on Lebanon Avenue in the eastern section of the town’s historic center. Professional office is a standards use in central village areas.

Possibility for the business to spawn other new businesses – The project has the potential to generate additional economic activity given the services offered in terms of nutrition and health services.

Planned use by the business of other Colchester vendors

Compatibility of the project with the environment and town resources the applicant proposes to develop a state of the art environmentally sensitive office building.

Contribution to the Town's infrastructure, including roads and utilities. The applicant will be responsible for maintenance the sidewalks in a critical areas as well it is quite likely that the town might gain important drainage easements as the rear portion of the property is a critical location for runoff from the town center.

Net gain provided to the Town tax base - The Towns tax base will only be impacted should the applicant invest significant amounts of funds to rehabilitate/construct two structures in an amount to exceed \$1,000,000. These structures will exist long after the CTIP benefits have expired. Conservative estimates indicate that the town might receive at a minimum, over \$75,000 annually from this property and as much as \$125,000. Currently the town receives \$25,000 annually in tax payments.

Improvement or renovation to historic structures – The project includes an entire phase devoted to rehabilitating a major historic property in the central area of the Town.

Recommendation

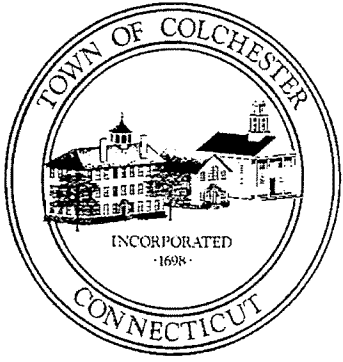
On May 16, 2011, the Economic Development Commission formally motioned that the Board of Selectman approve the Wellness Centers Application for CTIP to be considered at a town meeting.

In terms of the abatement request specifically the EDC recommended that the applicant be granted 1) a **100%** abatement for property taxes over the current assessed value for a period of one year if the total amount invested to improve the Lebanon Avenue property not including land purchase cost exceeds \$1,000,000; a **100%** abatement for property taxes over the current assessed value for a period of two years if the total amount invested to improve the Lebanon Avenue property not including land cost exceeds \$1,000,001 but is less than \$3,000,000 and a **100%** abatement for property taxes over the current assessed value for a period of three years if the total amount invested to improve the Lebanon Avenue property not including land purchase cost exceeded 3,000,000.

Based on the applicants submission, if the Lebanon Avenue property increased in value, in an amount equal to the improvements proposed, the town would reap \$25,000 annually if the parcel was annually assessed at \$1 million; 75,000 if the property was assessed at 3 million; and 125,000 if the property was assessed at \$5 million. The total amount proposed to be abated to the applicant would be approximately \$25,000 (based on a mill rate of .025) if the amount invested was \$1,000,000 or \$50,000 for the total amount of the abatement if the amount invested was \$1,000,001 to \$3, 00,000 and \$75,000 if the amount invested was \$3,000,000 or more. The applicant would have three (3) years from the date that the CTIP is approved to secure purchase of the Lebanon Avenue property

and three years from the date of purchase to secure a building permit for construction of the proposed building. The CTIP benefits would be assessed upon issuance of a Certificate of Occupancy for the completion of the proposed building on the Lebanon Avenue site and is not transferrable to another property or applicant.

Recommended Motion – I motion to forward the CTIP application with conditions, as approved by the EDC on May 17, 2011, for the Wellness Center to the Town Clerk for the scheduling of a Town Meeting to consider such a request.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

May 12, 2011

TO: Gregg Schuster

FROM: Greg Plunkett

RE: Senior Center Lease

Attached is the new lease for the property at 95 Norwich Avenue which the Town leases from the Bacon Academy Board of Trustees for use as a Senior Center. There are three substantive changes in the lease from the last time it was signed.

- In paragraph #1 the term of the lease has been increased from three to five years.
- In paragraph #2, there is change in the cost of yearly rental. Instead of \$1.00 it is now the cost of the insurance premium incurred by the Bacon Academy Board of Trustees.
- Also in paragraph #10, in addition to the Town being able to terminate the lease the Board of Trustees also has that ability. Notice has to be given to the other party six (6) months prior to terminating the lease. This previously was three (3) months.

The lease has been reviewed by the Town Attorney and the Town's insurance carrier.

An appropriate motion would be to: Authorize the First Selectman to sign the lease agreement with the Bacon Academy Board of Trustees for the property at 95 Norwich Avenue for use as a Senior Center.

**LEASE
BETWEEN
BACON ACADEMY BOARD OF TRUSTEES
&
TOWN OF COLCHESTER**

By this lease, DATED AS OF THE _____ DAY OF _____, 2011, BACON ACADEMY BOARD OF TRUSTEES, of the Town of Colchester, County of New London and State of Connecticut (“Landlord”) hereby leases to the TOWN OF COLCHESTER, a municipal corporation (“Tenant”), and Tenant hereby accepts this Lease of the premises known as the Arts and Science Building located at 95 Norwich Avenue in the Town of Colchester, County of New London and State of Connecticut (the “Premises”), all upon the terms, covenants and conditions set forth in this Lease.

1. TERM: This Lease is for a term of five (5) years (the “Term”), commencing June 1, 2011, and expiring on May 31, 2016.
2. RENT: The rent shall be for three thousand six hundred nine dollars (\$3,609.00) or for the cost of the insurance premium and other good and valuable consideration for each year of the Term. The rent shall be paid in one payment by July 31 of each year.
3. USE: Tenant shall occupy the Premises for use by the Colchester Commission on Aging for a Senior Center. The Senior Center shall coordinate and provide linkage of programs and activities that relate to the aging population including, but not limited to: housing, meals, employment, health and welfare, recreation, social services, transportation and other matters and issues concerning the aging population.

Veterans’ groups, the American Legion, The Ladies Auxiliaries, The Purple Heart Group, Colchester Historical Society, The VFW, and AARP shall have use of a room in the Premises to hold evening meetings and various events. A schedule of activities shall be provided to the Director of the Senior Center on an annual basis to avoid conflicts in schedules. Landlord requires a list of all groups that are authorized by the Director to use the building. Landlord shall provide the Director of the Senior Center with a list of those persons who hold keys to the Premises.

4. UTILITIES: Tenant shall pay for all utilities used in the Premises, including but not limited to, electricity, heat, water, telephones, and alarm system.

Landlord shall pay all taxes, if any, and assessments levied on the Premises that come due during the Term.

5. REPAIRS AND MAINTENANCE: Tenant shall be responsible for maintaining all the rooms in the Premises in a neat and orderly condition. Tenant shall be responsible for snow removal, trash removal and lawn maintenance. Tenant shall be responsible for the routine repair and maintenance of the plumbing, electrical and HVAC systems serving the Premises. Landlord shall be responsible for all non-routine repair, replacement and maintenance of the Premises, including with limitation, the plumbing, electrical and HVAC systems serving the premises.
6. ALTERATIONS: After consultation with the Landlord, Tenant may, at its own expense, make renovations and improvements to the Premises, including, but not limited to, painting, decorating, or refurbishing that are necessary or desirable for the conduct of the Senior Center.
7. HAZARD INSURANCE: Landlord, at its sole cost and expense, shall maintain, in full force and effect throughout the Term, a policy of hazard insurance insuring the Premises against Special Risk perils (ISO form CP 010 or equivalent). Said coverage shall provide coverage at a limit no lower than 90% of the current replacement cost of the Premises. Tenant shall be responsible for maintaining hazard insurance on its personal property located at the Premises and any improvements made by the Tenant to said premises.
8. WAIVER OF SUBROGATION: Each party hereto hereby waives any and every claim which arises or may arise in its favor and against the other party hereto during the term of this lease or any extension or renewal, for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the premises leased to the tenant, which loss or damage is covered by valid and collectible property insurance policies, to the extent that such loss or damage is recoverable under said policies.
9. LIABILITY OF INSURANCE: Landlord shall obtain and keep in force throughout the Term of a policy of liability insurance insuring Landlord against any liability arising out of the ownership, use, occupancy or maintenance of the Premises. Such insurance shall be in the amount of at least \$1,000,000.00 combined single limit, payable on an occurrence basis. Landlord shall deliver to Tenant a certificate evidencing such insurance. Tenant shall be responsible for maintaining customary insurance for its municipal programs and employees located at the premises. Tenant shall deliver to Landlord a certificate of insurance.
10. EARLY TERMINATION: Landlord and Tenant hereby acknowledge and agree that notwithstanding the stated term of this Lease, Tenant or Landlord

may terminate this Lease upon SIX (6) MONTHS WRITTEN NOTICE TO the other party.

11. IN WITNESS WHEREOF, this Lease has been executed as of the date set forth at the beginning hereof.

BACON ACADEMY BOARD OF TRUSTEES

BY: *Diana N. Giles*

Name: *DIANA N. GILES*

Title: *Chairman*

TOWN OF COLCHESTER

BY: _____

Name:

Title:

**LEASE
BETWEEN
BACON ACADEMY BOARD OF TRUSTEES
&
TOWN OF COLCHESTER**

By this lease, DATED AS OF THE 2 DAY OF JUNE, 2005, BACON ACADEMY BOARD OF TRUSTEES, of the Town of Colchester, County of New London and State of Connecticut ("Landlord") hereby leases to the TOWN OF COLCHESTER, a municipal corporation ("Tenant"), and Tenant hereby accepts this Lease of the premises known as the Arts and Science Building located at 95 Norwich Avenue in the Town of Colchester, County of New London and State of Connecticut (the "Premises"), all upon the terms, covenants and conditions set forth in this Lease.

1. **TERM:** This Lease is for a term of five (5) years (the "Term"), commencing June 1, 2004, and expiring on May 31, 2009.
2. **RENT:** The rent shall be for one dollar (\$1.00) and other good and valuable consideration for each year of the Term.
3. **USE:** Tenant shall occupy the Premises for use by the Colchester Commission on Aging for a Senior Center. The Senior Center shall coordinate and provide linkage of programs and activities that relate to the aging population including, but not limited to: housing, meals, employment, health and welfare, recreation, social services, transportation and other matters and issues concerning the aging population.

Veterans' groups, the American Legion, The Ladies Auxiliaries, The Purple Heart Group, Colchester Historical Society, The VFW, and AARP shall have use of a room in the Premises to hold evening meetings and various events. A schedule of activities shall be provided to the Director of the Senior Center on an annual basis to avoid conflicts in schedules. Landlord requires a list of all groups that are authorized by the Director to use the building. Landlord shall provide the Director of the Senior Center with a list of those persons who hold keys to the Premises.

4. **UTILITIES:** Tenant shall pay for all utilities used in the Premises, including But not limited to, electricity, heat, water, telephones, and alarm system. Landlord shall pay all taxes, if any, and assessments levied on the Premises that come due during the Term.

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6. **ALTERATIONS:** after consultation with the Landlord, Tenant may, At its own expense, make renovations and improvements to the Premises, including, but not limited to, painting, decorating, or refurbishing, that are necessary or desirable for the conduct of the Senior Center.
7. **HAZARD INSURANCE:** Landlord, at its sole cost and expense, shall maintain, in full force and effect throughout the Term, a policy of hazard insurance insuring the Premises against Special Risk perils (ISO form CP 010 or equivalent). Said coverage shall provide coverage at a limit no lower than 90% of the current replacement cost of the Premises. Tenant shall be responsible for maintaining hazard insurance on its personal property located at the Premises and any improvements made by the Tenant to said premises.
8. **WAIVER OF SUBROGATION:** Each party hereto hereby waives any and every claim which arises or may arise in its favor and against the other party hereto during the term of this lease or any extension or renewal, for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the premises leased to the tenant, which loss or damage is covered by valid and collectible property insurance policies, to the extent that such loss or damage is recoverable under said policies.
9. **LIABILITY OF INSURANCE:** Landlord shall obtain and keep in force throughout the Term of a policy of liability insurance insuring Landlord against any liability arising out of the ownership, use, occupancy or maintenance of the Premises. Such insurance shall be in the amount of at least \$1,000,000.00 combined single limit, payable on an occurrence basis. Landlord shall deliver to Tenant a certificate evidencing such insurance. Tenant shall be responsible for maintaining customary insurance for its municipal programs and employees located at the premises. Tenant shall deliver to Landlord a certificate of insurance.
10. **EARLY TERMINATION:** Landlord and Tenant hereby acknowledge and agree that notwithstanding the stated term of this Lease, Tenant may terminate this Lease upon **THREE (3) MONTHS WRITTEN NOTICE** to Landlord if Tenant shall wish to relocate to another facility or to another building within the Town, such as a community center or other municipal facility.

IN WITNESS WHEREOF, this Lease has been executed as of the date set forth at the beginning hereof.

BACON ACADEMY BOARD OF TRUSTEES

BY: *Diana N. Giles*

Name: DIANA N. GILES

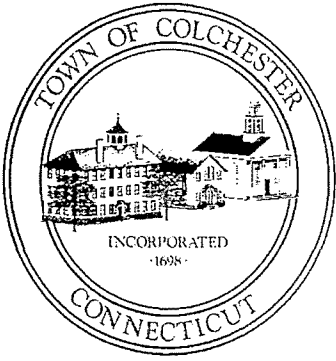
Title: Chairman

TOWN OF COLCHESTER

BY: *Jenny Contois*

Name: JENNY CONTOIS

Title: FIRST SELECTMAN



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

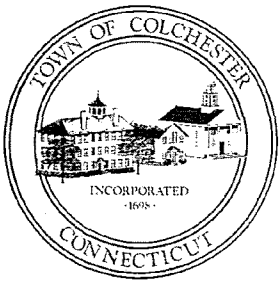
Gregg Schuster, First Selectman

May 12, 2011

TO: Gregg Schuster
FROM: Greg Plunkett and Marc Tate
RE: Voice Over Internet Protocol (VOIP)

As you are aware we have been investigating the possibility of switching our phone system to VOIP. We have published an RFP and received bids. After examining the proposals we have selected a vendor whose products we feel best meet our needs and our budget. VOIP is actually a lot more than a phone system. It will provide improved communications between the Town Hall and the other Town facilities not only with voice communications but also with data. Essentially all our facilities will function as if they were in one building.

Marc and I would like the opportunity to explain the highlights of the system, the potential cost savings and the installation cost.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

May 19, 2011

TO: Board of Selectmen

FROM: Gregg Schuster, First Selectman

RE: Contract with State Police for Resident State Trooper Services

As stated in the attached memo from the Department of Public Safety, the attached contract reflects the elimination of one (1) Resident State Trooper and the retention of one (1) Resident State Trooper Supervisor. The contract is for 7/1/2011 through 6/30/2013

The contract was brought up at the 4/25/11 Police Commission meeting and no objections or concerns were raised.

Suggested Motion – “Motion to approve the attached resolution and execute the resident state trooper contract and authorize the First Selectman to sign all documents.”



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC SAFETY



April 28, 2011

Mr. Gregg Schuster, First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

Dear Mr. Schuster:

Attached is a revised contract renewal between the Town and the Connecticut Department of Public Safety, Division of State Police for Resident Trooper services. Per your request dated April 28, 2011, the contract reflects the elimination of one (1) Resident State Trooper and the retention of one (1) Resident State Police Supervisor. This contract is for the continuation of services for the period July 1, 2011 to June 30, 2013. Please sign, date and have the Town Seal affixed to the last page of this contract.

To satisfy the legal requirements of the Attorney General's Office, we request that a Town Resolution be passed empowering you to sign the contract on behalf of the Town. The Town Clerk must then certify this resolution on behalf of the Town. A sample certification letter is enclosed. Please note that the Town Clerk must date the Certification Letter on or after the date the contract is signed by you. Please send us an original and three copies of the Certification Letter, each affixed with the Town Seal.

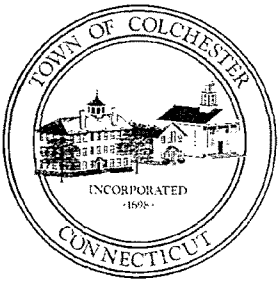
All signed paperwork should be returned to me no later than May 16, 2011, at the Department of Public Safety, Bureau of Management Support, 1111 Country Club Road, Middletown, CT 06457. The Town's copy of the signed contract will be returned to you after execution and approval of all involved State agencies.

If you have any questions or should you need assistance, please contact my office at (860) 685-8022 or send e-mail correspondence to Ann.Williams@ct.gov.

Sincerely,

Ann M. Williams
Chief Fiscal Administrative Officer

AMW:kl
Enclosures



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

May 19, 2011

To Whom It May Concern:

Please accept the resolution below, certified by the Colchester Town Clerk, that First Selectman Gregg Schuster is the executive officer of the Town of Colchester and has been given the approval by the Board of Selectmen to sign all necessary documents in relation to the State Police Resident Trooper contract.

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 Police for a Resident State Trooper program.

Best regards,

Nancy Bray
Town Clerk

**CONTRACT BETWEEN THE STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC SAFETY, DIVISION OF STATE POLICE
AND THE**

TOWN OF: Colchester, Connecticut

TOWN ADDRESS: Town of Colchester
127 Norwich Avenue
Colchester, Connecticut 06415

FOR THE SERVICES OF RESIDENT STATE POLICE TROOPERS

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

CONTRACT PERIOD: July 1, 2011 to June 30, 2013

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

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

I. Law Enforcement Operations and Activities

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

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

provides a signed copy of the form attached hereto as Exhibit A evidencing such town police officer's or constable's receipt of the Manual and his or her understanding that he or she is responsible for adhering to its provisions, excepting only those terms and conditions that conflict with the Town's obligations under the MERA and/or are contained within any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative.

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

B. Patrol Activities and Assignments

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

C. Investigative Methods

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

1. Serious crimes, serious injury crimes and most complex incidents that involve in-depth, follow-up investigation, crime scene processing, seizure of evidence, application for and execution of search warrants, and out-of-town investigative work shall be conducted by the Resident State Police Supervisor or Trooper, as applicable, by State Police personnel assigned to the area State Police Troop, respective State Police major crime unit or any other State Police investigative unit deemed appropriate by the State

Police. The State Police may, in its sole discretion, make exceptions to this policy on a case-by-case basis. A serious or complex investigation may be assigned to a town police officer or constable by the State Police after taking into consideration the nature of the case, requirements of the investigation, the shift resources, response time, and the experience and training of the Town police officer or constable.

2. Every effort will be made by the State Police to allow a Town police officer or constable to remain involved in self-initiated, serious criminal investigations to the extent consistent with sound law enforcement investigative principles and practices.

D. Reports and Records

All Town police investigative records shall be maintained by the Department of Public Safety. All investigative reports shall be prepared, formatted and submitted in the manner approved by State Police. The Town shall be responsible for providing network access to the State Police records management system in accordance with the requirements of the State Police.

E. Chain of Command

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

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

F. Telecommunications

The Town shall follow all State Police procedures regarding use, access and maintenance of State Police supplied telecommunications equipment and technology. If the Town operates its own radio system and dispatch function,

Town police officers/constables, when dispatched to respond to an incident by such dispatch center, shall immediately notify the Troop State Police dispatch center of the incident to which they are responding.

G. Use of Police Canines by Town Police Officers/Constables

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

H. Overtime

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

II. Administrative Responsibility

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

B. Administrative Investigations/Discipline

All misconduct or performance issues on the part of Town police officers or constables which cannot reasonably be resolved through counseling or the issuance of a Performance Observation Report by the Resident State Police Supervisor or Trooper, if applicable, and which may warrant the imposition of discipline, however minor, or the need for additional remedial training, shall be promptly reported to the Town CEO. The Town CEO shall be kept apprised of any counseling or the issuance of any Performance Observation Reports.

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

C. Evaluations

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

1. The Town recognizes that evaluations are: 1) an effective supervisor's tool; and 2) that they identify superior or substandard work performance.
2. Consistent with the terms of any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative, the Resident State Police Supervisor or Trooper, if applicable, and the Department of Public Safety shall provide recommendations to the Town CEO concerning the periodic evaluation of the work performance of Town police officers or constables.

3. The Town shall make the final disposition on all work performance evaluations. Copies of completed work performance evaluations shall be filed in each Town police officer's/constable's official personnel files which shall be available to Resident State Police Supervisors and Troopers, as applicable, upon request.

III. Payment for Services Rendered

A. Costs and Schedule of Payments

The Town agrees to reimburse the State Police for the cost of compensation, maintenance and other expenses, including reasonably necessary overtime costs, for its assigned Resident State Police Supervisor or Trooper(s), as applicable, consistent with the provisions of Connecticut General Statutes Section 29-5, in accordance with the following:

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

IV. Risk of Loss and Indemnification

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

indemnify the State of Connecticut and the Department of Public Safety, its officers, agents and employees, from any liability resulting from the same.

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

Additionally, the Town shall hold harmless and indemnify the State of Connecticut and the Department of Public Safety, its officers, agents, and employees, from any liability resulting from any cause or action founded either upon respondeat superior or supervisory liability arising from the acts or omissions of a constable or officer that has refused or failed to execute Exhibit A, attached hereto.

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

V. Notices

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

If to the Town:

Gregg B. Schuster
Town of Colchester
127 Norwich Avenue
Colchester, Connecticut 06415

If to the Department of Public Safety:

Reuben F. Bradford, Commissioner
Department of Public Safety
1111 Country Club Road
Middletown, CT 06457-9294

VI. Governor's Executive Orders

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. This agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

VII. Termination

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

Town of Colchester

State of Connecticut
Department of Public Safety

By _____
Gregg B. Schuster
Its First Selectman
Duly Authorized

By _____
Reuben F. Bradford
Commissioner

Date: _____

Date: _____

Approved as to Form:

Assistant Attorney General
Office of the Attorney General

Date: _____

Exhibit A

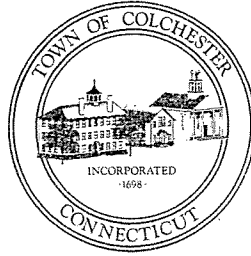
**RESIDENT STATE TROOPER ADMINISTRATION & OPERATIONS MANUAL
*ACKNOWLEDGEMENT OF RECEIPT***

I, _____, have received a copy of the Resident State Trooper Administration and Operations Manual and understand that as a local officer/constable in the Town of Colchester, I am responsible for complying with the provisions of this Manual not governed by either any collective bargaining agreement between the Town and the constables' or police officers' collective bargaining representative or terms and conditions that conflict with the Town's obligations under the Connecticut Municipal Employee Relations Act.

Signature

Date

cc: Official Personnel File



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

Date: May 16, 2011

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Renewal of agreement – OPEB Actuarial Valuation Services

Background

Governmental Accounting Standards Board (GASB) Statement 45 “Accounting and Financial Reporting by Employers for Post-employment Benefits Other than Pensions” requires an actuarial valuation to be completed every two years. The Town previously conducted an RFQ in July 2009 to select an actuary to prepare the initial required valuation as of June 30, 2009. The contract period noted in the RFQ was for a period of two years with an option to extend the contract for an additional two years. Milliman was appointed as the actuary by the BOS on August 6, 2009 – the fee for the initial valuation was \$9,900 with an additional cost of \$1,500 for an on-site meeting to present the valuation. The cost of the valuation was funded through the Medical Self-insurance Fund.

The proposed fee from Milliman for the June 30, 2011 valuation is \$10,500.

Recommendation

Renew Service agreement with Milliman to prepare the required OPEB actuarial valuation as of June 30, 2011, authorize funding from the Medical Self-insurance Fund, and authorize the First Selectman to sign all necessary documents.

Town of Colchester and Milliman Inc. Service Agreement

This Agreement is entered into between Milliman, Inc. (Milliman) and the Town of Colchester (the Town) effective as of August 6, 2009. The Town has engaged Milliman to perform consulting services as described in Milliman's proposal dated July 23, 2009, which is incorporated herein by reference. Such services may be modified from time to time and may also include general actuarial consulting services. In consideration for Milliman agreeing to perform these services, the Town agrees as follows:

Engagement Terms. The Town acknowledges the obligation to pay Milliman for services rendered, whether arising from the Town's request or otherwise necessary as a result of this engagement. Milliman will bill the Town periodically for services rendered and expenses incurred. All invoices are payable upon receipt. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. Furthermore, Milliman's engagement may be terminated upon 90 days' written notice by Milliman or the Town. Regardless of the reason for termination of services, Milliman shall be entitled to payment for services completed prior to such termination, and Milliman shall retain any records it has relating to the Town for a period of at least three years from date of termination. If Milliman's assistance is reasonably required past termination, such services shall be provided at Milliman's then-standard hourly rates unless another basis is agreed to by both parties.

Handling of Data and Other Confidential Information. Milliman shall use reasonable efforts to identify errors in data and obtain corrections to erroneous data, but Milliman cannot warrant the correctness of data supplied by the Town or other parties, nor can Milliman be responsible for data not provided in a timely manner. Any information received from the Town will be considered "Confidential Information". However, information received from the Town will not be considered Confidential Information if (a) the information is or comes to be generally available to the public during the course of Milliman's work, (b) the information was independently developed by Milliman without resort to information from the Town, or (c) Milliman appropriately receives the information from another source who is not under an obligation of confidentiality to the Town. Milliman agrees that Confidential Information shall not be disclosed to any third party.

No Third Party Distribution. Milliman's work is prepared solely for the use and benefit of the Town in accordance with its statutory and regulatory requirements except as required by any applicable Freedom of Information Acts. The Town may distribute Milliman's work to (a) its professional service providers who are subject to a duty of confidentiality and agree not to use it for any purpose other than to benefit the Town, or (b) any applicable regulatory or government agency.

Town of Colchester and Milliman Inc. Service Agreement

Milliman recognizes that materials it delivers to the Town may be public records subject to disclosure to third parties, however, Milliman does not intend to benefit and assumes no duty or liability to any third parties who receive Milliman's work in this fashion. To the extent that Milliman's work is not subject to disclosure under applicable public records laws, the Town agrees that it shall not disclose Milliman's work product to third parties without Milliman's prior written consent, except as otherwise permitted herein.

Limitation of Liability. Milliman will perform all services in accordance with applicable professional standards. The parties agree that Milliman shall not be liable to the Town, whether in tort, contract or otherwise, for any damages in excess of \$250,000. In no event shall Milliman be liable for lost profits of the Town or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud, gross negligence, or willful misconduct of Milliman.

Disputes. In the event of any dispute arising out of or relating to the engagement of Milliman by the Town, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.

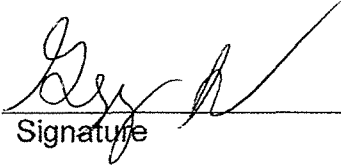
Choice of Law. The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of New York without regard to its conflict of laws provisions. In the event any provision of this agreement is unenforceable as a matter of law, the remaining provisions shall stay in full force and effect.

**Town of Colchester and Milliman Inc.
Service Agreement**

Acceptance

I hereby accept the terms of this engagement as described in the engagement letter above.

Town of Colchester



Signature

Greg Sisk

Name (print)

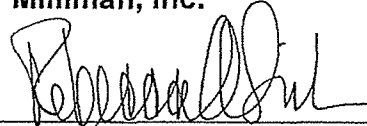
FISA Sisk

Title

1/19/10

Date

Milliman, Inc.



Signature

Rebecca A. Sielman, FSA

Name (print)

Principal and Consulting Actuary

Title

January 6, 2010

Date