

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

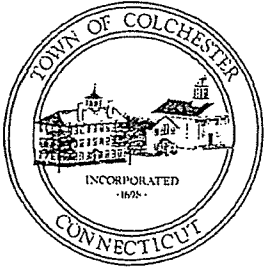
**Board of Selectmen Regular Meeting Agenda
Thursday, November 17, 2011
Colchester Town Hall**

Meeting Room 1 – 6:30pm

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the November 3, 2011 Regular Board of Selectmen Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Resignation of Thomas Kane from Planning & Zoning Commission.
 - b. Historic District Commission. Alternate reappointment for a three-year term to expire on 11/30/2014. Linda Ackerman to be interviewed.
 - c. Parks and Recreation Commission. Alternate reappointment for a four-year term to expire on 11/30/2014. Clint Williams to be interviewed
 - d. Building Committee. Discussion and Possible Appointment of Members or Provisional Alternates.
 - i. Norman J. Dupuis to be interviewed.
 - ii. John Avery, Sharon Boski, Justin Bunton, Nancy Cordova, John Carroll, Robert Dennehy, Norman J. Dupuis, Steven Kardys, Robert Sosnoski, William Sullivan
6. Budget Transfers
7. Tax Refunds & Rebates
8. Discussion and Possible Action on Community Publications Contract
9. Citizen's Comments
10. First Selectman's Report
11. Liaison Report
12. Adjourn

Received for record at Colchester, Conn.
on 11-17-11 at 12:04 p.m.

Attest, Nancy A. Bray, Town Clerk



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Received for record at Colchester, Conn.
on NOV. 4, 2011 at 11:33 Am.

Attest, Nancy A. Bray, Town Clerk

Board of Selectmen Regular Meeting Minutes Thursday, November 3, 2011 Colchester Town Hall

Meeting Room 1 –7:00pm

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, James Paggioli, Patti White, Sal Tassone, Ryan Blessing, 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**
None.
3. **Approve Minutes of the October 20, 2011 Commission Chairmen Meeting**
S. Soby moved to approve the minutes of the October 20, 2011 Commission Chairmen meeting, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
4. **Approve Minutes of the October 20, 2011 Regular Board of Selectmen Meeting**
R. Coyle moved to approve the minutes of the October 20, 2011 Regular Board of Selectmen meeting, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
5. **Citizen's Comments**
Ms. Beil commented on the response by CL&P and the Town to the snow storm.
6. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
 - a. **Historic District Commission. Alternate reappointment for a three-year term to expire on 11/30/2014. Linda Ackerman to be interviewed.**
Linda Ackerman was absent.
 - b. **Parks and Recreation Commission. Member reappointment for a four-year term to expire on 11/30/2015. Eric Kundahl to be interviewed.**
R. Coyle moved to re-appoint Eric Kundahl as a member of the Parks and Recreation Commission for a four-year term to expire on 11/30/2015, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
 - c. **Parks and Recreation Commission. Alternate reappointment for a four-year term to expire on 11/30/2014. Clint Williams to be interviewed.**
Clint Williams was absent.

- d. **Parks and Recreation Commission. Member reappointment for a four-year term to expire on 11/30/2015. Jody Barr to be interviewed.**
R. Coyle moved to re-appoint Jody Barr as a member to the Parks and Recreation Commission to a four-year term to expire 11/30/2015, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
- e. **Commission on Aging. Resignation of Theresa Hendrickson.**
R. Coyle moved to accept the resignation of Theresa Hendrickson from the Commission on Aging with regret, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
- f. **Commission on Aging. Resignation of Suzanne Maikshilo.**
R. Coyle moved to accept the resignation of Suzanne Maikshilo from the Commission on Aging with regret, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
- g. **Building Committee. Resignation of Steven Wells.**
S. Soby moved to accept the resignation of Steven Wells from the Building Committee, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
- h. **Building Committee. Discussion and Possible Appointment of Members or Provisional Alternates.**

John Avery, Sharon Boski, Justin Bunton, Nancy Cordova, John Carroll, Robert Dennehy, Steven Kardys, Robert Sosnoski, William Sullivan,

G. Cordova recused himself from discussion.

Discussion on polling Senior Center Study Group members to decide on replacement of T. Hendrickson and possibility of other interested applicants. No action taken.

- 7. **Budget Transfers**
None.

- 8. **Tax Refunds & Rebates**
S. Soby moved to approve tax refunds in the amount of \$16.00 to Henry and Beth Alves, \$15.00 to Glenn M. Barr, \$53.25 to Jody Barr, \$82.46 to Michael L. Blake, \$46.63 to Michael L. Blake, \$9.82 to Marvin or Jocelyn Brion, \$334.76 to CAB East LLC, \$5.69 to Jeffrey or Merrill Collins, \$78.84 to Bruce or Lynn Contois, \$9.05 to Kathryn Crossway, \$23.57 to Erin Egan, \$280.59 to Richard and Kimberly Giusti, \$15.51 to Eric and Danielle Hutchins, \$29.99 to Robert Mrocza, \$20.00 to Michele or James O'Neill, \$232.14 to Glenn F. Ostrager, \$13.70 to David Pompei, \$6.84 to Robert or Deborah Pothier, \$41.62 to Michael Senesac, \$85.05 to Andrea G Stannard, \$14.53 to Carolyn Wheeler, and \$81.43 to Robert or Lisa Zablonki; seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

- 9. **Discussion and Possible Action on Buckley Estates Subdivision Bond**
S. Soby moved to recommend that the Board of Selectmen reduce the existing Buckley Estates Subdivision Bond by \$85,845.00 plus accrued interest, leaving a bond balance of \$46,150.00, as recommended by the Town Engineer, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

- 10. **Discussion and Possible Action on Prospect Hill Re-Subdivision Bond**
S. Soby moved to recommend that the Board of Selectmen release the existing maintenance bond for the Prospect Hill Re-Subdivision in the amount of \$2,688.00 plus accrued interest, as recommended by the Town Engineer, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

11. Discussion and Possible Action on Community Publications Contract

R. Coyle Moved to approve the Newsletter Publishing Agreement with Community Publications and authorize the First Selectman to sign all documents, seconded by S. Soby. Discussion on conflict of interest. MOTION WITHDRAWN. No action taken.

6i. Agriculture Commission. Discussion and Possible Appointment of Members and Alternates.

Joanne Becker, Leslie Curtis, Olivia Duska, Elizabeth Gillman, Andrew Lyons, Alex Savitsky, Jeff Savitsky, David Wasniewski

R. Coyle moved to appoint David Wasniewski as a member to the Agriculture Commission for a three-year term to expire 11/30/2014, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

R. Coyle moved to appoint Elizabeth Gillman as a member to the Agriculture Commission for a three-year term to expire 11/30/2014, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

S. Soby moved to appoint Alex Savitsky as a member to the Agriculture Commission for a three-year term to expire 11/30/2014, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

S. Soby moved to appoint Joanne Becker as a member to the Agriculture Commission for a two-year term to expire 11/30/2013, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

S. Soby moved to appoint Leslie Curtis as a member to the Agriculture Commission for a two-year term to expire 11/30/2013, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

S. Soby moved to appoint Jeff Savitsky as an alternate to the Agriculture Commission for a three-year term to expire 11/30/2014, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

S. Soby moved to appoint Andrew Lyons as an alternate to the Agriculture Commission for a two-year term to expire 11/30/2013, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

12. Discussion and Possible Action on Fuel Purchase

S. Soby moved to authorize the First Selectman to enter into a contract with East River Energy for the supplying and delivery of unleaded gasoline and road diesel fuel in accordance with the terms of the proposal dated October 26, 2011, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

13. Discussion and Possible Action on Memorandum of Agreement between Town and MEUI, Local 506, SEIU, AFL-CIO, CLC

R. Coyle moved to authorize the First Selectman to execute the Memorandum of Agreement with MEUI, Local 506, SEIU, AFL-CIO, CLC, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

14. Citizen's Comments

None.

15. First Selectman's Report

First Selectman G. Schuster updated the Board on the October storm response, power outages, and CL&P projections. There was a discussion by the Board with regards to the Town's and CL&P's storm response and communications to residents. Selectman Schuster further reported that the Chatham health district is working on their budget for next year, the State Bond Commission approved the funding of the sewer extension in Town, the new recreation manager started this week, the police are conducting interviews for the vacant position, and the Connecticut General Assembly passed a bill for regional performance incentives for regional cooperation and development.

16. Liaison Report

S. Soby reported that Planning & Zoning approved a modification to a site plan for the auto dealer on Old Hartford Road and that the commission is continually working on updating the regulations.

G. Cordova reported that Youth Services Advisory Board is developing an afternoon program for elementary students, there was a retirement party for Lyn Marra this week, her replacement will be starting Monday, and the Board is actively recruiting and trying to retain board members.

17. Adjourn

R. Coyle moved to adjourn at 7:52 p.m., seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrick M. Kennedy
Executive Assistant to the First Selectman

November 14th, 2011

Gregg Schuster, First Selectman

Town of Colchester

Dear Mr. Schuster:

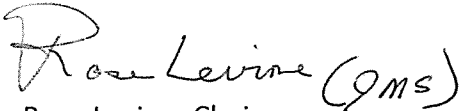
As you are aware, the Senior Center Study group included a recommendation in its final report in April of this year, that either the chair of the study group or its designee be appointed to the William J. Johnston Building Committee.

The reason for this recommendation is that an individual who participated in the Senior Center Study Group devoted more than a year to evaluate numerous senior centers throughout the region, giving the members unique insights into the limitations and advantages of the building designs found in other communities. Theresa Hendricksen was recommended for these reasons and she can no longer serve.

Norm Dupuis, the Vice Chair of the Study Group has submitted his name for consideration by the Board of Selectman for appointment to the building committee.

We strongly support the appointment of Mr. Dupuis because he will bring the same fund of knowledge to the building committee and encourage the Board of Selectmen to appoint him.

Sincerely,

A handwritten signature in cursive script that reads "Rose Levine (JMS)". The signature is written in dark ink and is positioned above the printed name.

Rose Levine, Chair

Colchester Commission on Aging

Cc: Colchester Board of Selectmen

To: Colchester Board of Selectman

From: Rose Levine, Chairperson Commission on Aging

Date: November 14, 2011

Re: Commission on Aging Appointments

The Colchester Commission on Aging voted today to recommend that the Board of Selectman reappoint Marilyn Finnegan to serve a full term on the Commission on Aging and that Herb Davis and Rob Gustafson who are currently alternates on the Commission be appointed to fill the two existing slots vacated by Theresa Hendricksen and Sue Maikshilo.

Colchester Senior Center
BOS Request for Approval

To: Board of Selectmen

From: Patti White, Director

Re: Community Publications Contract

Date: 10/17/11

Summary of Request:

This is an agreement between the town and Community Publications which publishes the Senior Center's monthly newsletter at no charge to the center or town. The agreement covers a two year period. The publishing costs are covered through advertisement secured by Community Publications. This company recently acquired Senior Publishing which is the company that formerly provided this service to the town. (It is not clear if a prior agreement with Senior Publishers ever existed).

Action Recommended:

Motion to approve the Newsletter Publishing Agreement with Community Publications and authorize the First Selectman to sign all documents.

NEWSLETTER PUBLISHING AGREEMENT

This Agreement is made this 27th day of October, 2011 by and between Community Publications (Publisher) and Colchester Senior Center (Customer). In consideration for Publisher providing a complete and continuous publishing service, Customer agrees to use Publisher's services exclusively and to provide copy on a timely basis.

Each edition of the newsletter will consist of up to 4 pages, and the value added services listed on page 2 of this Agreement. Publisher shall provide **at no cost to the Customer** all benefits outlined in this Agreement, provided throughout the Agreement term, 25% of the newsletter space contains paid advertising. Otherwise, Publisher reserves the right to use alternate printing or production methods; modify certain terms and conditions, or terminate this Agreement.

I. **TERM:** This Agreement shall commence immediately and shall continue in effect for two consecutive Publication Years (each publication year equaling 12 consecutive monthly editions), with the first publication year to begin on the 1st day of November, 2011 ("Agreement Term").

II. RESPECTIVE RESPONSIBILITIES:

- The Customer agrees to include in each edition of its publication a **Calendar of Events**. Publisher reserves the right to secure advertising sponsorship on each edition's calendar, and shall, upon request, provide Customer with a calendar template.
- **Publisher shall be responsible for sales of all advertising**, and Customer hereby assigns to Publisher rights to any advertising revenue from the publication. Publisher may collate an advertising insert into each edition. Customer shall not grant other parties similar advertising solicitation rights or rights to provide other advertising supported materials, whether printed, electronic, or otherwise, including but not limited to, directories, journals, or web-based advertisements. Publisher will be solely responsible for collecting revenue from all advertisers on Customer's publication(s).
- **Publisher shall be responsible to deliver each edition in bulk to Customer**. The Customer agrees to distribute the publication to its members.

III. **RENEWAL:** Publisher and Customer agree that at any date prior to the termination date of this Agreement, this Agreement may be renewed on terms then mutually agreeable to both parties. Customer's electronic acceptance or written approval of any renewal offer(s) shall constitute acceptance of the offer as presented by Publisher. If the Customer has not authorized a renewal Agreement with Publisher, or notified Publisher in writing of its decision to non-renew service at least 180 days prior to the expiration of the Agreement Term, the parties agree to then renew this Agreement for one Publication Years and under such terms as are identical to those contained in this Agreement. Prior to declining renewal with Publisher at the expiration of any Agreement Term, Customer shall give Publisher the opportunity to match or exceed any written or verifiable verbal offer made to Customer for similar services.

IV. **AGREEMENT:** The contents of this Agreement including terms listed on Page 2 and 0 Addendum(s) or exhibits attached hereto, if any, (collectively the "Agreement") constitutes the entire Agreement regarding the subject matter contained herein between Publisher and the Customer. The parties understand and agree to be bound by its terms and conditions. This Agreement shall bind the parties, their successors and assigns.

Colchester Senior Center

Customer Name

95 Norwich Avenue

Street Address

Colchester, CT, 06415

City, State, Zip Code

(860) 537-3911

Area Code and Phone Number



Community Publications
Learning and Community
 A Division of LPI

COMMUNITY PUBLICATIONS

A division of LPI

5 Progress Drive

Cromwell, CT 06416

860-635-9560

800-888-4574

 Publisher Representative

 Date

By: _____

Signature of Customer Representative

_____ Date

 Printed Name AND TITLE of Customer Representative

- **Software and Support:** Publisher will provide necessary software, *initial training*, and ongoing toll-free phone support for LPI Express®. Customer shall receive at no cost, electronic access privileges to Publisher's exclusive Art & Media Portal®, with complete graphics, cover selection library, and publications division content including seasonal artwork, and Bright Ideas on line. Software listed on this Agreement shall remain the property of Publisher at the conclusion of this Agreement, and upgrades to software listed on this Agreement are provided by Publisher at Publisher's sole discretion. Publisher is not responsible for internet access fees imposed by Customer's internet service provider. Publisher does not provide training for customer selected desktop publishing software.
- **Full Layout & Design:** Publisher will not add or delete anything from Customer's submitted copy without prior consent. Should any questions arise, a Customer Service Representative will be assigned to assure Customer's complete satisfaction.
- Publisher shall produce each edition in **Black** or **Black and a Seasonal Color Image** on white paper at its sole discretion.
- The Publisher shall deliver a quantity of each edition so that the Customer can provide a copy to each of its constituents, plus additional copies for distribution in the Customer's community. Customer may request a reasonable increase or decrease their newsletter quantity for seasonal changes in readership and/or special events. Quantities may be modified when copy is submitted via LPI Express®, or by calling customer service. Publisher shall notify Customer in the unlikely event of Publisher's objection to any such quantity modification request.
- The Customer agrees to supply Publisher with business/vendor lists each year of this Agreement and make available a telephone and work space for the Publisher representative during scheduled sponsorship campaign(s). The Customer agrees to insert a timely pre-sell message into their publication.
- Publisher will be solely responsible for collecting revenue from all advertisers on Customer's publication(s). However, invoices may offer advertising sponsors the option of making checks payable to Customer or to Publisher. Publisher has Customer's permission to endorse and deposit in its bank account all checks made payable to Customer that are received only in payment for advertising sponsorship in Customer's publication(s). Customer also agrees to forward to Publisher any checks Customer receives in payment for advertising sponsorship appearing in Customer's publication(s).
- This Agreement is not intended to supersede or modify other agreements. In the event Customer is party to a currently existing valid publishing agreement, Publisher shall begin to provide services hereunder on such later date as constitutes the first periodical publication following the expiration of Customer's current valid publishing agreement. In such cases, Customer shall terminate any such competing publishing agreement in writing, and therein disclose Customer's intention not to renew said agreement upon the expiration of the current term of any such agreement.