

TOWN OF WESTBROOK, CONNECTICUT

BOARD OF SELECTMEN

REGULAR AGENDA

Thursday, July 23, 2020

6:30 p.m.

Via ZOOM

Join Zoom Meeting

<https://us02web.zoom.us/j/83254642182?pwd=SFhocVZUVC9TSEdFM0R5M3BrUDICZz09>

Meeting ID: 832 5464 2182

Password: 520224

One tap mobile

+13017158592,,83254642182#,,,,0#,,520224# US (Germantown)

+13126266799,,83254642182#,,,,0#,,520224# US (Chicago)

Dial by your location

+1 646 558 8656 US (New York)

Meeting ID: 832 5464 2182

Password: 520224

Find your local number: <https://us02web.zoom.us/j/83254642182>

Join by Skype for Business

<https://us02web.zoom.us/skype/83254642182>

CALL TO ORDER

1. Possible appointment - Constable
2. Possible Appointment – Assessor
3. Update on Mural Project – Town Center
4. Acceptance of Grant – Affordable Housing Plan Technical Assistance Grant – E. Knapp
5. Contract – Collar City Auctions – police vehicles, animal control vehicle
6. Private Duty Fees – Constables
7. Compensation – IT Coordinator

Appointment/Re-appointments/Resignations

Resignation – Nancy Murphy – IWWC

Resignation – Raymond Gaudet – Senior Center Management

Resignation – Don Harger – Hearing Violations Officer

Transfers/Appropriations

Approval of Minutes – 6/11/20, 6/25/20

First Selectman's Report

ADJOURN

Board and Commission Vacancies

IWWC	2 (Planning (1 Alt) - D, R or U	Housing Authority	1
Fire Comm.	1 Alt. D or U	WPCA	1
Senior Ctr. Mgt.	3 (3 yr. term) D, R or U		

Respectfully,

Suzanne Helchowski
Executive Assistant

The BOS encourages, when recognized, any comments from Audience members. The BOS requests that all agenda items and written material be submitted at least 48 hours in advance to the First Selectman's Office.

7/23
6:30

Suzanne Helchowski

From: Eric Knapp
Sent: Wednesday, July 15, 2020 12:37 PM
To: Suzanne Helchowski
Subject: FW: Affordable Housing Plan - Planning Grant application
Attachments: Signed AHPG Award letter - Westbrook.pdf; NOGA-Westbrook.docx; AHPG General Conditions.pdf

Importance: High

Suzanne, we're going to need to get on the BoS agenda to have this grant accepted, and a resolution to give back to the Department of Housing. When is the next meeting we can get on the agenda for?

From: Thantaha, Ploynapas [<mailto:Ploynapas.Thantaha@ct.gov>]
Sent: Wednesday, July 15, 2020 12:32 PM
To: Eric Knapp <eknapp@westbrookct.us>
Subject: RE: Affordable Housing Plan - Planning Grant application
Importance: High

Congratulations!!! On behalf of Commissioner Seila Mosquera-Bruno, we are pleased to inform you that:

Town of Westbrook has been awarded the Affordable Housing Plan Technical Assistance Grant in the amount of \$15,000.-

Please sign the Notice of Grant Award (NOGA) and send back for DOH commissioner's signature. Please also submit the Certified Resolution with no more than 30 day of the date you sign the NOGA.

Please have your staff be familiar with the General Condition of this grant.

Thank you,
Paula
(Ploynapas Thantaha-Christensen)
Economic and Community Development Agent, COS, CHM
Department of Housing
505 Hudson Street, (2nd Floor)
Hartford, CT 06106
Email: Ploynapas.Thantaha@ct.gov
Phone: 860-270-8181

From: Eric Knapp <eknapp@westbrookct.us>
Sent: Tuesday, June 2, 2020 9:44 AM
To: Santoro, Michael C <Michael.Santoro@ct.gov>
Subject: Affordable Housing Plan - Planning Grant application

Mr. Santoro,

I am sorry if you are not the right person to submit this to, but I cannot find another email address on the website. I am submitting the Town of Westbrook's application to be considered for the \$15,000 grant to be used to plan the Town's Affordable Housing Plan.

Can you either confirm that this is the correct address or let me know where this needs to be submitted?

Eric Knapp
Planning, Zoning and Development Coordinator
Town of Westbrook
Mulvey Municipal Center
866 Boston Post Road
Westbrook, CT 06498
(860) 399-3041
eknapp@westbrookct.us



STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



July 15, 2020

Mr. Eric Knapp
Planning, Zoning & Development Coordinator
866 Boston Post Road
Westbrook, CT 06498

Re: Grant Award - Affordable Housing Plan Technical Assistance Grant Program

Dear Mr. Knapp,

Enclosed you will find the Notice of Grant Award, in the amount of \$15,000 for the Affordable Housing Plan Technical Assistance Grant for the Town of Westbrook. This funding is for the time period indicated and the project must be completed by the end date indicated on the attached Notice of Grant Award. Please sign and date the Award document and return the signed document to Paula Thantaha-Christensen at: Ploynapas.Thantaha@ct.gov . Please do not alter or make changes to this Award document. A copy of the fully executed Award document will be sent to you after it was approved and signed by the commissioner.

In addition, kindly provide a current resolution of authority passed by the organization's governing board signed within 30 days from the date of the award, indicating that the officer that signs the grant award is specifically authorized to do so.

Please note that DOH cannot reimbursement any funds expended or obligated prior to the beginning date of the Award. Funding will not be available until Bond Commission allocates the funds. DOH will notify you as soon as the funding is allotted.

Please contact Paula Thantaha-Christensen at: Ploynapas.Thantaha@ct.gov with any questions regarding this matter. Thank you for your continued cooperation.

Sincerely,

Seila Mosquera-Bruno
Commissioner

Encl.

MCS/PT



STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



NOTICE OF GRANT AWARD
Affordable Housing Plan Grant Technical Assistance Program

The State of Connecticut, acting herein by the Department of Housing, hereby makes the following grant award in accordance with Connecticut General Statutes (“CGS”) § 8-30j, as amended, the grant solicitation, and the attached grant application, if applicable.

Grantee Town of Westbrook
 Address Mulvey Municipal Building, 866 Boston Post Road
 City/State/Zip Westbrook, CT 06498
 Town Code 154
 Federal Employer ID No. 06-6002123
 State Agency Code DOH46900

DOH Grant No. AHPG: 2020-154-029
 Date Of Award July 1, 2020
 Period Of Award From: July 1, 2020 To: June 30, 2021
 Amount Of Award State: \$ 15,000 Grantee Match: \$ 0 Other: Specify \$ 0
 Total Budget \$ 15,000
 Grantee Fiscal Year From: July 1 To: June 30

My signature below, for and on behalf of the above named grantee, indicates acceptance of the above referenced award and further certifies that:

1. I have the authority to execute this agreement on behalf of the grantee; and
2. The grantee will comply with all the requirements of the original Notice of Grant Award.

BY: _____
Signature of Authorized Official

Typed Name and Title of Authorized Official Date

FOR THE STATE OF CONNECTICUT DEPARTMENT OF HOUSING

BY: _____
Signature of Authorized Official
Seila Mosquera-Bruno

Typed Name and Title of Authorized Official Date

For DOH Business Office Use Only

<u>DEPT</u>	<u>PROG</u>	<u>FUND</u>	<u>SID</u>	<u>ACCOUNT</u>	<u>PROJECT</u>	<u>CHART 1/2</u>	<u>BR</u>
<u>OH46900</u>		<u>12039</u>	<u>40233</u>		<u>DOH</u>	<u>n/a</u>	<u>n/a</u>



STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



STATE OF CONNECTICUT
DEPARTMENT OF HOUSING
AFFORDABLE HOUSING PLAN TECHNICAL ASSISTANCE PROGRAM
GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The Grantee agrees to expend the grant funds (the “Grant” or “Grant award”) awarded pursuant to this agreement (the “Agreement”) for allowable purposes only and to comply with all of the terms and conditions of the Grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without the advance written approval of the State of Connecticut (the “State”), acting herein by its Department of Housing (“DOH”), be obligated prior to the start date or subsequent to the end date of the Grant period.

SECTION 2: Fiscal Control.

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of Grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

3.1 All services performed by Grantee shall be subject to the inspection and approval of the State at all times, and Grantee shall furnish all information concerning the services. The State or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. The State or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours notice of such intended examination. At the State's request, the Grantee or subcontractors or subgrantees shall provide the State with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to the State's business under this Agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by the State or its representative(s):

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this Agreement shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by the State or its representative(s).

3.4 The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this Agreement.

SECTION 4: Insurance.

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to “save harmless” DOH and the State from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with the State prior to the award of funding.

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

SECTION 6: Reports.

The Grantee shall submit such reports as the State shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Funding requisitions may be withheld by the State until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

Funding of this project in no way obligates the State to fund the project in excess of this grant, beyond the period of this grant, or in future years.

SECTION 8: Revised Budget.

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to the State a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the grant. Funding requisitions will be withheld until the revision is received and approved.

SECTION 9: Audits.

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to the State two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes (“CGS”), the Grantee is required to submit a State Single Audit Report to the State. CGS§ 4-231 requires those non-state entities which expended a

total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State financial assistance from the State for the Grant and it is the only State financial assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with the State no later than six months after the end of the audit period.

9.3 Each Grantee subject to a federal and/or state single audit must have an audit of its accounts performed annually. The audit shall be in accordance with the DECD Audit Guide, located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249676> , and the requirements established by federal law and state statute. All Grantees not subject to a federal and/or state single audit shall be subject to a project-specific audit of its accounts within ninety (90) days of the completion of the project or at such times as required by the Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government auditing standards (GAGAS) shall conduct the audits. At the discretion and with the approval of the Commissioner, examiners from the State, including DOH, may conduct project-specific audits.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the Grant amount, and/or any project costs have been disallowed, the Grantee shall return the unexpended/disallowed funds to the State no later than sixty (60) days following closeout of the Grant.

SECTION 11: Nondiscrimination and Affirmative Action.

11.1 The Grantee agrees and warrants that in the performance/administration of the Grant award it will not discriminate nor permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State.

11.2 The Grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.3 The Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities ("CHRO").

11.4 The Grantee agrees and warrants that in the performance of the grant such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State, and that employees are treated when employed without regard to their sexual orientation.

11.5 The Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by CHRO advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.6 The Grantee agrees to comply with each provision of this section and CGS §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by CHRO pursuant to CGS §§ 46a-56, 46a-68e and 46a-68f.

11.7 The Grantee agrees to provide CHRO with such information requested by it, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and CGS § 46a-56.

11.8 If the Grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

11.9 Determination of the Grantee's good faith efforts shall include but shall not be limited to the following factors: The Grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as CHRO may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this Section, "**minority business enterprise**" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of CGS § 32-9n; "**good faith**" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "**good faith efforts**" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "**public works contract**" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

11.10 The Grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO. The Grantee shall take such action with respect to any such subcontract or purchase order as CHRO may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with CGS § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by CHRO, the Grantee may request the State enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11.11 For the purposes of this entire Section 11, "**Grantee**" includes any successors or assigns of the Grantee, "**marital status**" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "**mental disability**" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, a "**Grant**" does not include a grant where each grantee is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in CGS § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

SECTION 12: 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. The Agreement may also be subject to the applicable parts of 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. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Grantee's request, DOH shall provide a copy of these orders to the Grantee.

SECTION 13: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (the "ADA") during the Grant award period. The Grantee represents that it is familiar with the terms of the ADA and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the term of the Grant, as it may be amended, will render the Grant voidable at the option of the State upon notice to the Grantee. The Grantee warrants that it will hold the State harmless from any liability, which may be imposed upon the State as a result of any failure of the Grantee to be in compliance with the ADA.

SECTION 14: Independent Contractor.

The Grantee shall act as an independent contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee will notify the State of the contractor's identity.

SECTION 15: Non-Supplanting.

The Grantee shall not use State funds conveyed by the Grant to supplant any local funds, if a municipality, or other state funds, if a State agency, which were budgeted for purposes analogous to that of the State Grant funds. The State may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other State funds, as the case may be, is due to circumstances not related to the Grant.

SECTION 16: Indemnification.

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, DOH, its respective officers, employees and agents for any breach of this Agreement.

SECTION 17: Special Grant Conditions.

The Grantee agrees to comply with the attached Special Grant Conditions, if any, which have been issued in connection with this Grant award, and which are hereby made a part of this award.



MEMORANDUM

To: Noel Bishop
From: Duncan J. Forsyth
Date: July 6, 2020
Re: Collar City Auctions Realty & Management, Inc.
Our File No. 06891.2

I have reviewed the proposed Online Auction Contract ("Contract") from Collar City Auctions Realty & Management, Inc. ("Auctioneer") for the sale of municipal assets (more particularly vehicles). The terms of the proposed Contract can be summarized as follows:

Section 1 - The term of the contract is three years.

Section 2 - All items will be sold "as-is, where-is". Auctions are held online beginning and closing on mutually agreed dates and times.

Subsection (b) gives the Town the option to approve bids post-auction. If you want that authority you must check the box indicating such approval is required.

The Auctioneer does not charge the Town a commission on the sale of any vehicle. However, there is a set premium paid by the purchaser on top of the bid price.

The Town is required to provide photos and a brief description of the vehicles being listed for auction. Once a vehicle is committed for auction, no vehicle may be removed from the auction without compensation to the Auctioneer based on the standard premium.

Once in auction is finalized, the Auctioneer will mail a check to the Town for all proceeds collected within 20 business days after the auction along with a detailed accounting.

Section 3 – The Town will provide a list of the vehicles to be sold, titles, keys, as well as any other proof of ownership and authorization to sell forms to the Auctioneer who will release the items to the buyer upon receipt of full payment.

Section 4 – The Auctioneer may not assign or subcontract the Contract without the express written consent of the Town.

Note: The Contract currently has an effective date of January 17, 2020 meaning that we are now six months into the three-year contract term. You may want to consider whether an effective date sometime in July 2020 would be appropriate.

I hope that you find the above information useful. If you have any questions, please do not hesitate to contact me.

ONLINE AUCTION CONTRACT – AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION

This Agreement made on January 17, 2020, between Town of Westbrook, 866 Boston Post Road, Westbrook CT 06498 hereafter called "Seller", and Collar City Auctions Realty & Management, Inc., 9423 Western Turnpike, Delanson, NY 12053, hereafter called "Auctioneer":

- 1.) **TERM:** The terms and prices of this contract shall remain in effect for three years after the agreement is executed, based on the needs of the Seller and may be extended by mutual agreement in three-year increments with proper agreement and approval. It is understood by the parties that this Agreement is exclusive.
- 2.) **SERVICES:**
 - a.) The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "As-is, Where-is", subject to terms that shall be mutually agreed upon. The Auction is to be held online at www.collarcityauctionsonline.com, beginning and closing on mutually agreed dates and times.
 - b.) **Unless otherwise selected below, it is agreed that all listed merchandise be sold to the highest bidder(s), "as-is", "where-is", without warranty or guarantee expressed, implied or otherwise.**
 Please check box if bids must be approved post auction.
 - c.) Purchasers will be required to pay a customary (22%) buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a customary (19%) buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a customary (18%) buyer's premium for all older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. Commission charged to the Seller Zero Percent. Auctioneer shall offer a buyer's premium discount of (4%) when cash payment is received from Purchaser(s).
 - d.) The Auctioneer will conduct auction(s) with **no expense charge to the Seller**. Auctions consisting of five vehicles or less, photos and brief description will be supplied to Auction Company by the Seller. Otherwise, the Auctioneer agrees to take photos and obtain descriptions of the merchandise and relieves the Seller from any obligation to provide this information to Auctioneer. The Auctioneer reserves the right to combine low-value merchandise into larger online auction lots as necessary, based on past experience with such items. Once committed, no item may be removed from the auction without compensation from seller based on Auctioneer's buyer's premium.
 - e.) The Auctioneer will mail a check to the Seller for all proceeds collected within twenty (20) business days after the auction along with a detailed accounting of all Lots sold and/or unsold. Report shall contain the Lot number and High bid received. In the event of a bidder(s) refusal or failure to pay for their invoiced item(s), the Auctioneer will offer the unsold merchandise to the backup bidder, and the reneging bidder will be banned from all future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to possession of the seller, after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller, any unsold merchandise can be re-listed in a future online auction at no cost to the Seller and under the terms contained herein.

3. SELLER OBLIGATIONS:

- a. The Seller agrees to provide the following to Auctioneer: List of surplus assets to be sold, Titles, Keys and all other Proof of Ownership, Authorization to Sell Forms. Purchasers shall provide proof of paid invoice from Collar City Auctions Realty & Management, Inc., Collar City staff shall release the purchased items in person or by carrier once the Auctioneer has received full payment for the goods provided by the Seller to be sold at absolute auction to the highest bidder(s).
- b. The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles. If liens are present, the Seller shall obtain and provide the Auctioneer with a valid release of lien prior to the auction ending.
- c. The Seller agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

4. ASSIGNMENT: The Auctioneer agrees that the Auctioneer shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or the Auctioneer's responsibility to perform under this contract or the Auctioneer's right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to the Auctioneer thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the Seller.

5. INDEPENDENT CONTRACTOR: The Parties agree that the Auctioneer is engaged as an independent contractor to the Seller. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership, joint venture, or any other fiduciary relationship. The Auctioneer is not, shall not, and has no authority to act as an agent or representative of the Seller. The Auctioneer shall make no claim for, nor shall be entitled to, Workers' Compensation coverage, medical and unemployment benefits, Social Security or retirement membership benefits. The Auctioneer further agrees that the Seller shall not be liable for any payroll deductions, including but not limited to, U.S. Social Security taxes, Federal and/or State withholding taxes. The Seller agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals including obligations such as payment of quarterly taxes, social security, disability and other contributions based on the fees paid to the Auctioneer under this Agreement. Auctioneer agrees to indemnify and hold the Seller harmless to the extent that they become obligated to pay any of the above taxes or incurs any similar liabilities.

6. STATUTORY COMPLIANCE: In acceptance of this Agreement, the Auctioneer covenants and agrees to comply in all respects with all Federal, State, and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

7. LICENSES AND PERMITS: The Auctioneer hereby agrees that the Auctioneer will obtain at his own expense those licenses or permits for the work performed under this contract that are applicable to the Auctioneer, if any are necessary to conduct an online auction, prior to the commencement of work.

8. APPROPRIATIONS: It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the Seller beyond monies appropriated and available for the purpose thereof. In no instance will the Seller be obligated to make payments that are not appropriated and budgeted. Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by the Seller or are otherwise unavailable to the Seller for payment.

9. CONTRACT MODIFICATIONS: This agreement represents the entire and integrated agreement between the Seller and the Auctioneer and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the Seller and the Auctioneer.

10. SEVERABILITY: If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11. CONFLICT: In the event of any conflict between this Agreement and any other document the terms of this Agreement shall prevail.

12. WAIVER: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

13. NON-DISCRIMINATION: In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Auctioneer agrees that neither it nor its County-approved sub-Auctioneers shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, familial status, marital status or domestic violence victim status, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation in terms, conditions or privileges of employment or make any inquiry into prospective employment which expresses, indirectly or directly any limitation specification or discrimination based on the foregoing characteristics.

Town of Westbrook, Connecticut

Seller's Authorizing Signature

Printed Name and Agency Title

COLLAR CITY AUCTIONS REALTY & MANAGEMENT, INC.

Auctioneer's Signature
Auctioneer's Email: randyp@collarcityauctions.com

Randy Passonno, President
Auctioneer's Printed Name
(Cell: 518-365-6379) (Office: 518-895-8150)

APPROVED as to form and content
This _____ day of January, 2020

Suzanne Helchowski

From: Noel Bishop
Sent: Tuesday, July 7, 2020 7:26 AM
To: Suzanne Helchowski
Subject: FW: IWWC

From: NANCY E MURPHY [<mailto:nancy.murphy17@comcast.net>]
Sent: Monday, July 06, 2020 9:40 PM
To: Noel Bishop
Cc: Heidi Wallace
Subject: IWWC

To Whom It May Concern:

I would like to inform you that I will be resigning from the IWWC of Westbrook as I'm moving to Clinton.

Thank you,
Nancy Murphy

REC 6/29/20

Raymond Gaudet
9 Linden Ave., North
Westbrook, CT, 06498-1645
860-575-5915

June 23, 2020

Noel Bishop, First Selectman
Westbrook Town Hall
866 Boston Post Rd.
Westbrook, CT 0649
860-399-3040]

Dear Mr. Bishop,

Please allow this letter to serve as my official notice of resignation from my position as a member of the Senior Center Management Committee which is to be made final on the 30th day of June 2020.

I regretfully announce this decision due to my interests shifting and given that I feel that it is the proper thing for me to do at this time.

It has been a great pleasure to have worked with Director, Courtney Burks and Chairwoman, Lucile Spanilo, along with the other Committee members.

Sincerely,



Raymond A. Gaudet

THESE MINUTES ARE SUBJECT TO APPROVAL AT THE NEXT BOS MEETING

TOWN OF WESTBROOK, CONNECTICUT
BOARD OF SELECTMEN
SPECIAL MEETING
Thursday, June 11, 2020
Via ZOOM

CALL TO ORDER

First Selectman Bishop called the meeting to order at 4:00 p.m. In attendance included: First Selectman Bishop, Selectman Hall, and Selectman Fuchs, Rich Annino, Director of Park & Rec., Pat Marcarelli, COB President, Don Izzo, Emergency Management Director, Tony Cozza, BOF member, Ken Butterworth, IT, Mary Jane Monahan, Jill Brainerd, Facilities, Marie Palma, Aviva Luria, Press, and Vince Gentile.

DISCUSSION AND POSSIBLE ACTION – RE: MATERIALS AND RELATED ITEMS; I.E. CANOPIES, TENTS, UMBRELLAS, ETC. ON TOWN PUBLIC BEACHES

At the 6/9/20 BOS meeting, the Board had a discussion relative to personal property being left on public beaches overnight and for extended periods of time. At that meeting, the consensus of the BOS was that no personal property may remain on public beaches after 8 p.m. including, but not limited to, umbrellas, chairs, tents, canopies, kayaks, canoes, boats, toys, and athletic equipment.

The First Selectman forwarded the above to Mr. Marcarelli, COB President, for distribution to the COB membership. Mr. Marcarelli requested that the BOS to-revisit the recommendation.

Mr. Marcarelli commented that the beach associations, at no cost to the town, provide planters, garbage cans and “clean-up” of the public beach.

Mr. Marcarelli reported that items of concern include canopies, tents, and volleyball nets. When these items are left on the beach overnight and for extended periods of time, they interfere with the Public Works ability to adequately maintain the beach; i.e. raking and use of other equipment as appropriate. For many years, residents have been permitted to secure their kayaks and canoes, etc. along the seawall.

Mr. Marcarelli requested that the BOS consider allowing residents to continue to secure their kayaks, canoes, etc. and asked that “structures”; i.e. canopies, tents, and volleyball nets be removed on a daily basis. Mr. Marcarelli reported that each Beach Association should monitor their areas.

The consensus of the BOS was that the BOS will allow NO overnight structures on public beaches in the Town of Westbrook.

A communication will be crafted and reviewed by Attorney Forsyth.

Additional signage/update of current signage at the beach (beach parking lot and Elks’ Club area) will be installed.

ADJOURNMENT

Mr. Bishop made a motion to adjourn the meeting at 4:55 p.m. Mr. Hall seconded the motion. The motion passed unanimously.

JULY

ASSESSOR 1YEAR 7/1/2020
Pam Fogarty

POLICE ADVISORY/TRAFFIC AUTHORITY 3YEAR 7/1/2020
Michael Oryl R
Tony Fastais R Council of Beaches

CABLE TV ADVISORY 2YEAR 7/1/2020
Gerald Connors R

RETIREMENT BOARD 4YEAR 7/1/2020
Joel Maynard R

OCTOBER

CONSERVATION 3YEAR 10/01/2020
John Rie U
Martin Marx D

HARBOR MANAGEMENT
Evan Cusson U 3YEAR 10/1/2020

NOVEMBER

SENIOR CENTER MANAGEMENT
Ray Gaudet u 2YEAR 11/1/2020

CONSTABLES 1YEAR 11/14/2020
Michael McKenna
Kenneth McNamara
Mark Wyzykowski
Joe Pucillo
Derek Allen
James Connelly
Erico Milardo

DECEMBER

ECONOMIC DEVELOPMENT 3YEAR 12/01/2020
Katherine Holbrook-Richard R
Deb Rie R
Phil Cocchiola U

FINANCE DIRECTOR
Donna Castracane 1YEAR 12/5/2020

ZONING CITATION ORDINANCE 2YEAR 12/18/2020
Thomas Elliot R

REAPPOINTMENTS JANUARY – DECEMBER 2020 SUBJECT TO CHANGE

JANUARY

IWWC 2YEAR 1/1/2020
David Stein D
Michael Engles, Jr. D

FEBRUARY

WPCC 3YEAR 2/1/2020
Nathaniel Wentworth R
Tom Maynard R
Lee Archer U

MARCH

HARBOR MANAGEMENT
John Rie R 3YEAR 3/28/2020
Ronny Stevenson U
Andy Calderoni R 3YEAR 3/19/2020

REGIONAL MENTAL HEALTH BOARD

Rebecca Rowe-Indich 2YEAR 3/28/2020

HOUSING AUTHORITY 5YEAR 3/31/2020

Susan Connelly R
Jeannette Stevenson R
Gloria Gagliardi R

APRIL

MARINE PATROL 1YEAR 4/4/2020
David Russell
Michael Morris
Michael McKenna
Joseph Pucillo
Derek Allen
Kenneth McNamara
Mark Wyzykowski
James Connelly
Erico Milardo

ANIMAL CONTROL OFFICER 1YEAR 4/4/2020
Amanda Brick

JUNE

TRANSIT DISTRICT 4YEAR 6/30/2020
Noel Bishop R

continue

THESE MINUTES ARE SUBJECT TO APPROVAL AT THE NEXT BOS MEETING

TOWN OF WESTBROOK CONNECTICUT
BOARD OF SELECTMEN
SPECIAL MEETING
June 25, 2020
Via ZOOM

CALL TO ORDER

First Selectman Bishop called the meeting to order at 5:34 p.m. In attendance included: First Selectman Bishop, Selectman Hall, Selectman Fuchs, Harry Plaut.

EXECUTIVE SESSION – Personnel Matter

Mr. Bishop made a motion to go into Executive Session at 5:35 p.m. for the purpose of interviewing candidate for Animal Control Officer for the Town of Westbrook. Mr. Hall seconded the motion. Invited into the Executive Session: Harry Plaut.

Mr. Plaut exited the Executive Session at 5:55 p.m.

Suzanne Helchowski entered the Executive Session at 5:56 p.m. to provide reference.

Suzanne Helchowski exited the Executive Session at 6:00 p.m.

Regular Session resumed at 6:15 p.m.

No action taken.

ADJOURNMENT

Mr. Bishop made a motion to adjourn the meeting at 6:16 p.m. Mr. Hall seconded the motion. The motion passed unanimously.

Respectfully Submitted,

Suzanne Helchowski
Administrative Assistant

Attest,

Noel Bishop
First Selectman

THESE MINUTES ARE SUBJECT TO APPROVAL AT THE NEXT BOS MEETING

TOWN OF WESTBROOK, CONNECTICUT
BOARD OF SELECTMEN
REGULAR MEETING
Thursday, June 25, 2020
Via ZOOM

CALL TO ORDER

First Selectman Bishop called the meeting to order at 6:30 p.m. In attendance included: First Selectman Bishop, Selectman Hall, and Selectman Fuchs, Donna Castracane, Director of Finance, Ken Butterworth, IT, Eric Knapp, ZEO, Jim Crawford, EDC Chairman, Chris Pallato, YMCA Executive Director, David Maiden, Building Official, Sheila DiLorenzo, Vince Gentile, Don Izzo, Director Emergency Management, Jill Brainerd, Facilities, Tony Cozza, BOF member, Lisbeth Waldron, Darlene Briggs, John Palermo, Trooper Borelli, Chris Ehlert, BOF member, Rich Annino, Park and Rec Director, and Deb Rie.

PUBLIC HEARING – YMCA Application – Neighborhood Assistance Act (NAA)

Mr. Bishop opened the Public Hearing at 6:32 p.m. Mr. Pallato, YMCA Director, reported that the YMCA has submitted an application relative to the NAA Tax Credit Program. The YMCA is proposing energy conservation projects as outlined in the submission. No town funds are required for this submission.

No comments were received from the public.

The Public Hearing was closed at 6:34.

Mr. Hall made the following motion:

Pursuant to Executive Orders 7CC, 7HH or any other Executive Orders that may apply, the Board of Selectmen, in order to protect the public from the impacts of the COVID-19 pandemic and in lieu of a Special Town Meeting, hereby approve as a qualifying program pursuant to the Neighborhood Assistance Tax Credit Program a proposed energy conservation upgrade project to be undertaken by the Valley Shore YMCA as set forth in its Form NAA-01 which is on file with the Town Clerk for public inspection.

Mr. Fuchs seconded the motion. The motion passed unanimously.

Note: Due to the Covid-19 Pandemic, the above action was taken by the Board as the both Board of Selectmen and on behalf of the Town Meeting.

APPOINTMENT – Animal Control Officer

Mr. Bishop made a motion to appoint Harry Plaut as Westbrook Animal Control Officer effective 7/1/20; salary \$10,000 per year. Mr. Hall seconded the motion. The motion passed unanimously.

REVIEW AND DISCUSSION OF 4TH OF JULY ARRANGEMENTS

As previously reported, the use of fireworks is illegal and enforcement measures have been put into effect relative to same. Trooper Borelli provided an update on staffing and related matters regarding the protocol for the upcoming 4th of July holiday. Update included:

- All Constable Vehicles will be in use.
- Two Resident State Troopers and the full-time Constable will be on duty
- Constables will be stationed at West Beach, the Mulvey Municipal Center parking lot and additional Constables will be patrolling other areas of the town.
- The West Beach parking lot is open to Westbrook Residents only. When at capacity, it will be closed.
- Over the 4th of July weekend, the Mulvey Municipal Center lot will be open to Westbrook residents only. Staff/Constables will be present to check ID.

Mr. Bishop reported that he spoke with the management at Dunkin Donuts regarding individuals parking in their lot and walking to the beach. Dunkin Donuts does not have staff to monitor their parking lot and as long as their customers are able to access the store for purchases, they do not restrict parking at this time. As previously reported, the beach itself is open to the public, regardless of residency

The BOS discussed the potential for additional signage. Trooper Borelli and Mr. Izzo, Emergency Management Director, were confident that all appropriate protocols are in place relative to the 4th of July holiday; i.e. parking, traffic, etc.

UPDATE FROM TROOPER BORELLI – Police Vehicle

A copy of a status report relative to constable vehicles was included in the BOS packet. Trooper Borelli provided an update on same. The BOF has approved the purchase of an additional constable vehicle. A resident expressed concern regarding the maintenance protocol for constable vehicles. Selectman Fuchs reported that he is interested in working with the Constables/Troopers regarding the graphics for the new vehicles.

Mr. Bishop made a motion to approve \$53,000 from Contingency to the Police Cruiser Capital Account. Mr. Fuchs seconded the motion. The motion passed unanimously.

Ms. Castracane will finalize the Vehicle Use Policy for BOS review.

DISCUSSION OF FUNDING FOR MURAL

Mr. Knapp, Planning, Zoning and Development Coordinator, provided a history on the mural project (Town Center area, on the side of “The Turtle” restaurant) initiated by Meg Parulis, Westbrook’s former Town Planner. The Town Center Revitalization Committee and EDC directed Tony Falcone, Mural Artist, to design a mural that would be presented to the Town for discussion/input. Funding (approximately \$5,000) for Mr. Falcone was taken from the Planning Commission’s Consultant line item. A Sub-Committee has been working with Mr. Falcone for the past several months and a copy of the proposed mural was included in the BOS packet and placed on the town’s website. No additional funding, beyond design, has been authorized relative to a mural. Jim Crawford has been in contact with the building owner relative to the project. Jim Crawford reported that if approved, grant/private donations would be used to fund the project. The final cost estimates of a mural, if approved, will be available the week of 6/29/20.

The BOS briefly discussed the need for enhancement of the Town Center and the Waste Water Study currently underway relative to a potential community system to address septic concerns.

UPDATE ON COVID EXPENSES

A summary of Covid expenditures, developed by Ms. Castracane, Director of Finance, was included in the BOS packet. To date, approximately, \$190,000.00 has been spent; the bulk of which for PPE and cleaning supplies.

Ms. Castracane updated the BOS on FEMA protocol relative to reimbursements. She has been in regular contact with the Town's FEMA representative to determine FEMA eligible expenses associated with the pandemic.

JACOBSON & ASSOCIATES CONTRACT EXTENSION

Mr. Bishop made a motion to extend the Jacobson & Associates contract for engineering services through December 31, 2020. Mr. Hall seconded the motion. The motion passed unanimously.

TOBY HILL ASSOCIATES CONTRACT EXTENSION

Several grants have been awarded for the purchase of Open Space relative to Toby Hill and Associates property. Ms. Wallace, Inland Wetland Officer, is awaiting a response for additional grants relative to the potential purchase of the property. Any additional funds necessary for the purchase will require Town Meeting action.

Mr. Bishop made a motion to extend the contract of sale between Toby Hill and Associates and the Town of Westbrook until 8/31/20. Mr. Fuchs seconded the motion. The motion passed unanimously.

APPOINTMENTS/RE-APPOINTMENTS/RESIGNATIONS

Mr. Bishop made a motion to re-appoint Michael Oryl, R to the Police Advisory Traffic Authority – 3 year term. Mr. Fuchs seconded the motion. The motion passed unanimously.

Mr. Hall made a motion to re-appoint Tony Fastaia, R to the Police Advisory Traffic Authority – 3 year term (COB). Mr. Fuchs seconded the motion. The motion passed unanimously.

Mr. Fuchs made a motion to re-appoint Gerald Connors, R to the Cable TV Advisory Board – 2 year term. Mr. Hall seconded the motion. The motion passed unanimously.

Mr. Bishop made a motion to re-appoint Joel Maynard, R to the Retirement Board – 4 year term. Mr. Fuchs seconded the motion. The motion passed unanimously.

TRANSFERS/APPROPRIATIONS

Mr. Hall made the following motion:

Pursuant to Executive Orders 7CC, 7HH or any other Executive Orders that may apply, the Board of Selectmen, in order to protect the public from the impacts of the COVID-19 pandemic and in lieu of a Special Town Meeting, hereby approve:

- 1) In accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$25,000 be appropriated from the FY21 General Fund Capital Contribution to Information Technology Projects for various IT infrastructure upgrades. Funds will be drawn down as

needed when approved projects arise, as recommended by the Board of Selectmen and Board of Finance.

- 2) In accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$25,000 be appropriated from the FY21 General Fund Capital Contribution to the Assessor Revaluation Project for the cost of the next full revaluation, as recommended by the Board of Selectmen and Board of Finance.
- 3) In accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$49,000 be appropriated from the FY21 General Fund Capital Contribution to the Police Cruiser Project for the purpose of purchasing a replacement police vehicle, as recommended by the Board of Selectmen and Board of Finance.
- 4) In accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$112,707 be appropriated from the FY21 General Fund Capital Contribution to the Fire SCBA Project for the purpose of replacing SCBA in the department, as recommended by the Board of Selectmen and Board of Finance.
- 5) In accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$14,200 be appropriated from the FY21 General Fund Capital Contribution to the Emergency Management Two Way Radio Battery Replacement project for the purpose of updating old two way radio batteries, as recommended by the Board of Selectmen and Board of Finance.
- 6) In accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$150,000 be appropriated from the FY21 General Fund Capital Contribution to the Public Works Paving Program Project for the purpose of yearly road paving, as recommended by the Board of Selectmen and Board of Finance.
- 7) In accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$260,000 be appropriated from the FY21 General Fund Capital Contribution to Public Works West Beach Jetty Repair Project for the purpose of repairing two West Beach jetties, as recommended by the Board of Selectmen and Board of Finance.
- 8) In accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$100,000 be appropriated from FY21 General Fund Capital Contribution to the Facilities Roof Project for the purpose of replacing the roof at the Town Hall, as recommended by the Board of Selectmen and Board of Finance.
- 9) In accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$195,100 be appropriated from the FY21 General Fund Capital Contribution to Facilities Town Buildings – General Capital Repairs Project for the purpose of repairing and maintaining all Town buildings as outlined in the department’s budget request, as recommended by the Board of Selectmen and Board of Finance.

- 10) In accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$59,700 from the FY21 General Fund Capital Contribution to the Facilities – Energy Project for the purpose of making town buildings more energy efficient, as outlined in the department’s budget request, as recommended by the Board of Selectmen and Board of Finance.
- 11) In accordance with Executive Order 7CC section 1 be it resolved that that a sum not to exceed \$180,000 be appropriated from the FY21 General Fund Capital Contribution to the Planning, Zoning & Development Sidewalk Improvement Program Project for the purpose of continuing a sidewalk improvement program. Funds will be accumulated and drawn down as needed when approved projects arise, as recommended by the Board of Selectmen and Board of Finance.
- 12) In accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$40,000 be appropriated from the FY21 General Fund Capital Contribution to the Planning, Zoning & Development Plan of Conservation and Development Project for the purpose of updating the Town’s Plan of Conservation and Development, as recommended by the Board of Selectmen and Board of Finance.
- 13) In accordance with Executive Order 7CC section 1 be it resolved that that a sum not to exceed \$25,000 be appropriated from the FY21 General Fund Capital Contribution to the Harbor Commission Dredging Project for the purpose of dredging projects in Westbrook Harbor. Funds will be accumulated and drawn down as needed when approved projects arise, as recommended by the Board of Selectmen and Board of Finance.
- 14) In accordance with Executive Order 7CC section 1 be it resolved that that a sum not to exceed \$125,000 be appropriated from the FY21 General Fund Capital Contribution to the Library Technology/All-Purpose Room Project for the purpose of renovating the Library basement into a multi-use room, as recommended by the Board of Selectmen and Board of Finance.
- 15) In accordance with Executive Order 7CC section 1 be it resolved that that a sum not to exceed \$8,000 be appropriated from the FY21 General Fund Capital Contribution to the Recreation Center Project for the purpose of analyzing the need and developing plans for a Town recreation center.
- 16) In accordance with Executive Order 7CC section 1 be it resolved that that a sum not to exceed \$50,000 be appropriated from the FY21 General Fund Capital Contribution to the Water Pollution Control Commission Wastewater Management Program Project for the purpose on studying and implementing wastewater systems, as recommended by the Board of Selectmen and Board of Finance.
- 17) In accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$24,000 be appropriated from the Board of Education Capital Reserve account to the Board of Education Multiple Schools – Kitchen Exhaust Hood Project for the purpose of replacing exhaust hoods at Daisy and the High School, as recommended by the Board of Finance.

- 18) In accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$120,000 be appropriated from the Board of Education Capital Reserve account to the Board of Education All Schools – Building Access System Project for the purpose of replacing the building access systems at all the schools, as recommended by the Board of Finance.
- 19) In accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$150,000 be appropriated from the Board of Education Capital Reserve account to the Board of Education Daisy – Replace/Reconfigure Playground Project for the purpose of replacing and reconfiguring as necessary the playground at Daisy, as recommended by the Board of Finance.
- 20) In accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$12,000 be appropriated from the Board of Education Capital Reserve account to the Board of Education High School – Ground Condensing Units Project for the purpose of replacing existing ground condensing units at the high schools, as recommended by the Board of Finance.

Mr. Hall made the following motion, in accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$15,000 from Contingency to Library HVAC repairs. Mr. Bishop seconded the motion. The motion passed unanimously.

Mr. Fuchs made the following motion, in accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$19,900 from Fund Balance to the Underground Storage Tank Removal/Replacement Generator project. Mr. Bishop seconded the motion. The motion passed unanimously.

Mr. Bishop made the following motion, in accordance with Executive Order 7CC section 1 be it resolved that a sum not to exceed \$53,000 be appropriated from Contingency to the Police Cruiser capital account. Mr. Fuchs seconded the motion. The motion passed unanimously.

APPROVAL OF MINUTES

Mr. Fuchs made a motion to approve the minutes from the 6/4/20 BOS meeting. Mr. Hall seconded the motion. The motion passed unanimously.

Mr. Fuchs made a motion to approve the minutes from the 6/9/20 BOS meeting. Mr. Bishop seconded the motion. The motion passed unanimously.

FIRST SELECTMAN'S REPORT

Mr. Bishop reported:

- The Fire Department has cancelled the Carnival. The status of the Muster has not yet been determined.
- Rich Annino reported that he has received permission to re-open playgrounds. Also, Park & Rec Summer Camps are going well.

ADJOURNMENT

Mr. Bishop made a motion to adjourn the meeting at 7:46 p.m. Mr. Fuchs seconded the motion. The motion passed unanimously.

Respectfully Submitted,

Attest,

Suzanne Helchowski
Administrative Assistant

Noel Bishop
First Selectman

Suzanne Helchowski

From: Noel Bishop
Sent: Monday, July 6, 2020 8:01 AM
To: Suzanne Helchowski
Subject: FW: Duck Island

From: John Rie [mailto:jrie06@yahoo.com]
Sent: Sunday, July 05, 2020 9:45 PM
To: Noel Bishop
Subject: Duck Island

Hi Noel

DEEP is responsible for Duck Island. We (Westbrook) agreed with Trooper Buck several 1 years ago to supplement DEEP agents in stopping people from going ashore. At the time, I complained to DEEP about not enough signage on the Island. DEEP put one sign on one beach, and never signed the rest of the Island. DEEP personnel should have been the ones stopping the fireworks. Alternatively, the USCG should have been called. As a town, we never agreed to anything but patrols supplemental to DEEP, who is not patrolling at all as far as I know.

The social media complainers should be told who owns and is responsible for Duck Island - the same agency that has refused help to develop a management plan, which they have not done since assuming ownership in the 1970's

Sent from Samsung tablet
Get [Outlook for Android](#)

