

TOWN OF BOZRAH
REGULAR MEETING
BOARD OF SELECTMEN
BOZRAH TOWN HALL
January 17, 2023

Item 1: First Selectman Glenn Pianka called a Regular Meeting of the Bozrah Board of Selectmen (BOS) to order at the Bozrah Town Hall on January 17, 2023 at 7:00 p.m.

Members Present: First Selectman Glenn Pianka, Selectman Jeremy Tarasevich, Selectman Bill Ballinger

4 Members of the Public

Item 2: Public Comments

Raymond Barber commented on the data center.

Item 3: Approval of Minutes

- a. Regular Meeting - December 20, 2022

MOTION 1: J. Tarasevich made a motion to approve the minutes from the regular Board of Selectmen meeting held December 20, 2022. B. Ballinger seconded the motion.
Vote unanimous - **MOTION CARRIED**

- b. Special Meeting - December 29, 2022

MOTION 2: B. Ballinger made a motion to approve the minutes from the special Board of Selectmen meeting held December 29, 2022. J. Tarasevich seconded the motion.
Vote unanimous - **MOTION CARRIED**

- c. Special Meeting - January 10, 2022

MOTION 3: G. Pianka made a motion to approve the minutes from the special Board of Selectmen meeting held January 10, 2022. B. Ballinger seconded the motion.
Vote unanimous - **MOTION CARRIED**

Item 4: Monthly Reports

- a. Fire Marshal - No report
- b. Food Bank - No report

- c. Senior Services Coordinator - Attachment 1
- d. State Police - No report

Item 5: Ordinance Review Packet (From BOS 11/15/22) - Town Attorney Comments Review

Attachment 2

G. Pianka presented the Board with the comments from the Town Attorney on the Ordinance Review Packet. G. Pianka noted the next steps are to complete the packet and move to a town meeting in the future.

Item 6: Bozrah Traffic Authority

- a. Citizen Request - to remove the illuminated stop sign at Lake Road and Cottage Road

Attachment 3

G. Pianka read aloud a letter from William O'Hara, 60 Lake Road, requesting the illuminated stop sign on Lake Road be removed due to light disturbance. The Board discussed reducing the amount of light on the sign by blocking half of the lights.

- b. Citizen Commentary - speed monitoring on South Road

Attachment 4

G. Pianka presented the Board with emails between himself and Amanda Johnson, South Road, commenting on the excessive speeding on South Road.

Item 7: DPW - Mailbox Damage/ Replacement Policy Discussion

Attachment 5

The Board reviewed mailbox replacement policies due to plowing in other Connecticut towns. G. Pianka noted they should make the policy to replace with a common mailbox and post only if struck by a plow not from thrown snow.

Item 8: First Selectman Updates

- a. American Rescue Plan Act (ARPA)

G. Pianka noted the items from the January 10, 2023 meeting were approved and will be moved to a town meeting in the future.

b. Building Official

G. Pianka noted the Building Official is beginning to purge old files for better record keeping.

c. Zoning Enforcement Official (ZEO)

G. Pianka noted that through SECCOG they hired a Zoning Enforcement Official (ZEO) to begin February 1, 2023.

d. Fire Marshal Mutual Aid Agreement

Attachment 6

G. Pianka presented the Board with the Fire Marshal Mutual Aid Services Agreement.

Item 9: 2023 Board of Selectmen Meeting Dates

Attachment 7

MOTION 4: B. Ballinger made a motion to accept the 2023 Board of Selectmen meeting dates. J. Tarasevich seconded the motion.

Vote unanimous - **MOTION CARRIED**

Item 10: Such Other Business as the Board May Vote to Hear

No other business.

Item 11: Public Comments

Ev Brown commented on the Zoning Enforcement Official and the Building Official record purging.

Raymond Barber commented on the Fire Company grant and the Town Clerk.

Item 12: Adjourn

MOTION 5: B. Ballinger made a motion to adjourn the meeting at 8:17 p.m. J. Tarasevich seconded the motion.

Vote unanimous - **MOTION CARRIED**

Respectfully submitted for the Board,

Heather Provost
Recording Secretary

DECEMBER 2022 SENIOR REPORT

-The TVCCA café lunch program is served each Friday along with soup, for no extra charge.

-Weekly attendance is about 18. We took a trip and enjoyed breakfast at The Shack and then to the Christmas Tree Shop. They enjoy this trip. It gives those who don't drive anymore the chance to do some Christmas shopping. For the month of December, we also had a Christmas party. Amy Mazurek, a resident from Bozrah volunteered to come in and play songs on the piano. We had a gift exchange and enjoyed a dinner of prime rib, courtesy of TVCCA.

-As Municipal Agent I assisted a resident with medical ride transportation and also took many phone calls looking for help and assistance.

-The Senior account balance is ~ \$1687.00. \$163.00 was used to pay for breakfast at the shack.

-Pamela Contino
Director/Municipal Agent

Bozrah First Selectman, Glenn Pianka

From: Jeffrey Londregan <jlondregan@clsmlaw.com>
Sent: Monday, January 9, 2023 5:22 PM
To: Bozrah First Selectman, Glenn Pianka
Cc: 'bill@ballinger225.com'; selectmanjeremy@gmail.com; Bozrah Registrar of Voters
Subject: RE: Ordinances-Bozrah

Glenn,

Happy New Year to you as well!

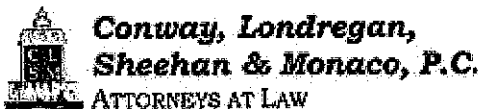
I've reviewed the ordinances in question. I do not think that there is any sort of "rescinding process" necessary based upon the following legal principles:

- In the hierarchy of statutes/ordinances/"laws," what the State passes/adopts trumps what a municipality might have on the books that is contrary to the State's law (the exception being if the State gives the local towns the opportunity to opt out of the state statute).
- Except for the lead paint ordinance, the other 2 ordinances have "severability provisions" in them – which mean that, if any portion of the ordinance survives not being contrary to state statutes/laws, it is still enforceable. So if there are provisions of the local ordinances that are not inconsistent with the state laws, those parts of the ordinances are still valid and enforceable at the local level...so I'd suggest they remain "on the books."
- When a newer/revised state statute might trump a local ordinance that pre-dated it, there is no need for the local ordinance to be repealed. It is repealed by operation of law based upon the first bullet point above.

So, in sum, if these ordinances – in whole or in part – have been rendered "moot" because they are contrary to State law, or because the State has passed a statute to take the lead on enforcement, etc., then the ordinances become nullities by operation of law. There is no need for the Town to take any sort of affirmative action to repeal them to have them done away with. A note can simply be made on the copy of any ordinances at Town Hall that said ordinance has been rendered moot – or replaced – by state law (with a citation to said state statute/regulation).

Any questions – or if I have made things as clear as mud in trying to explain it – please do not hesitate to contact me.

Jeffrey T. Londregan
Conway, Londregan, Sheehan & Monaco, P.C.
38 Huntington Street
New London, CT 06320
Ph. 860.447.3171
Fx. 860.444.6103



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From: Bozrah First Selectman, Glenn Pianka <FirstSelectman@bozrahct.org>

Sent: Tuesday, January 3, 2023 2:54 PM

To: Jeffrey Londregan <jlondregan@clsmlaw.com>

Cc: 'bill@ballinger225.com' <bill@ballinger225.com>; selectmanjeremy@gmail.com; Bozrah Registrar of Voters <rov@bozrahct.org>

Subject: Ordinances-Bozrah

Jeffrey,

In reviewing our Town Ordinances we find that the attached three ordinances are potentially obsolete or redundant in regard to State statute.

Would you kindly review and comment? Also, I believe that the proper rescinding process is a Town Meeting ?

Happy New Year,

Mr. Glenn Pianka
First Selectman, Town of Bozrah
1 River Road
Bozrah, Ct. 06334

January 10, 2023

Dear Glenn Pianka,

I am writing in regard to the flashing stop sign at the intersection of Lake Road and Cottage Road. When the sign was first installed, we talked and I said that I did not like it but that I would wait a little while, give it some time to become familiar to myself and drivers and then get back to you. It has been a few months and in this letter I am requesting that the town remove the flashing light and put back the standard stop sign.

Our home is a 300+ year old post and beam colonial and sits right at this intersection. We try to keep and decorate our home in a classic New England colonial style. The flashing sign does not fit and is more Las Vegas than it is classic New England. People had in the past stopped and admired our home, even taking pictures. Now they laugh, rev their engines and honk their horns at the flashing sign.

The flashing is visible after dark inside our home, especially in the second-floor front bedrooms. The annoying flashing on and off of the red lights reflect off of the side of our garage. This makes it impossible to stay outside on our porch and enjoy the evening.

The purpose of the sign is to reduce the number of cars running the stop sign. After these few months, I have noticed that there is NO reduction in the number of cars running the stop sign. When we talked a few weeks ago you mentioned that you had noticed the same continued running of the stop sign.

Since the flashing sign has not resulted in increased adherence and safety, is inconsistent with the classic New England style, and is annoying me, my family and guests I respectfully request that the Town remove the flashing lights and put back the original, non-flashing stop sign.

We have noticed over the years that most of the accidents at this intersection happen at a utility pole about 150 feet east of the intersection. The pole is right next to the west bound side of the road. This lane is not required to stop at the intersection in question. We also noticed that someone took the matter into their own hands and placed a reflective vest around the pole and the accidents seem to have stopped. I sincerely hope you will remove the flashing red stop sign lights. Thank you for taking the time to review my request.



William O'Hara
60 Lake Road
Bozrah, CT

Bozrah First Selectman, Glenn Pianka

From: Bozrah First Selectman, Glenn Pianka
Sent: Thursday, January 5, 2023 12:13 PM
To: amfjohnson@aol.com
Cc: 'bill@ballinger225.com'; selectmanjeremy@gmail.com
Subject: RE: Speeding on South Rd

Amanda,

The State provided us with two of those signs that you speak of. Knowing the issues on South Road I initiated two efforts: 1) introduced a centerline to discourage "center of the road" driving and to encourage curve compliance, and 2) to install one of those signs to help with driver awareness of their speed and to also record/document the results over time. I am awaiting a written report from the State administrator on the South Road results.

The signs are meant to be portable and the South Road one has been recently relocated to Wawecus Hill Road (another problem spot). ARPA money was utilized for the centerline. As you are probably aware, all State agencies are suffering from recruitment challenges. The State Police have less personnel on patrol than the days that I served (I retired in 1997). On New Years Day I assigned, by request of the State Police, two DPW personnel to assist with traffic rerouting as a result of a pole down at the end of South Road on the Rote 82 end. They were tied up for just under 5 hours.

I have made numerous requests for speed and general traffic enforcement..... some has been administered. The digital speed signs and LED flashing stop signs that we have recently installed represent the best effort to promote public safety that we can presently provide. I too am more than frustrated with the general civil disobedience of all traffic laws and aggressive driving EVERYWHERE.

This is our present situation. We will continue to do our best.

Regards,
Glenn

From: amfjohnson@aol.com <amfjohnson@aol.com>
Sent: Thursday, January 5, 2023 6:52 AM
To: Bozrah First Selectman, Glenn Pianka <FirstSelectman@bozrahct.org>
Subject: Speeding on South Rd

Morning Glenn,

Circling back to you on the issue of excessive speeding on our road. What came of those speed recorders? I see they are now down. Like everywhere the speed on our roads is getting worse. Can we not use some of that ARRA money coming into the Town to get police presence which would also help with general security and crime?

Amanda

Bozrah First Selectman, Glenn Pianka

From: amfjohnson@aol.com
Sent: Thursday, January 5, 2023 6:52 AM
To: Bozrah First Selectman, Glenn Pianka
Subject: Speeding on South Rd

Morning Glenn,

Circling back to you on the issue of excessive speeding on our road. What came of those speed recorders? I see they are now down. Like everywhere the speed on our roads is getting worse. Can we not use some of that ARRA money coming into the Town to get police presence which would also help with general security and crime?

Amanda

MAILBOX REPLACEMENT POLICIES - April 2021

TOWN	REPLACE OR REIMBURSE	REIMBURSEMENT VALUE		ADDITIONAL COMMENTS
		MAILBOX	POST	
Bloomfield	reimburse	\$25	\$75	Only if physically struck by Town plow
Darien	replace			if deemed a hit by plow truck
East Windsor	reimburse	\$15	\$25	Only upon proof of direct hit by Town plow
New Canaan	replace OR reimburse	up to \$150.00		W/common mailbox/post
Newington	replace			W/common mailbox/post, only if physically struck by Town plow.
Plymouth	reimburse	\$25	\$15	Only if physically struck by Town plow
Redding	reimburse	\$25	\$25	Only if physically struck by Town plow
Rocky Hill	replace			W/common mailbox/post, only if physically struck by Town plow.
Somers	replace			W/common mailbox/post, only if physically struck by Town plow.
Stafford	replace			W/common mailbox/post. Only if by Physical contact with Town plow.
Wallingford	replace OR reimburse	up to \$37.50		W/common mailbox/post.
Watertown	replace			up to \$40 value.
West Simsbury	reimburse	\$25	\$40	Temporary repairs when possible.
Westbrook	replace			W/common mailbox/post, only if physically struck by Town plow.
Wethersfield	reimburse	\$25	\$30	Must not show signs of instability/dry rot
Woodbury	replace			W/common mailbox/post, only w/clear evidence Town plow created damage.

FIRE MARSHAL
MUTUAL AID

Bozrah First Selectman, Glenn Pianka

From: Bozrah First Selectman, Glenn Pianka
Sent: Tuesday, January 3, 2023 1:39 PM
To: Jeffrey Londregan (jlondregan@clsmlaw.com)
Subject: FW: Fire Marshal Mutual Aid Agreement
Attachments: Fire Marshal Mutual Aid Agreement Draft 01.01.23.doc

Jeffrey,
Would you kindly review this proposed Mutual Aid document and provide any comment?
Thanks,

Glenn S. Pianka
Town of Bozrah
First Selectman
860-889-2689

From: Mark Waters <mwaters@lebanonct.gov>
Sent: Monday, January 2, 2023 8:07 PM
To: Kevin Cwikla <kcwikla@lebanonct.gov>; //www.franklinct.com/user/32/contact <IMCEAHTTPS-
_www+2Efranklinct+2Ecom_user_32_contact@namprd19.prod.outlook.com>; Bozrah First Selectman, Glenn Pianka
<FirstSelectman@bozrahct.org>; //www.salemct.gov/user/1351/contact <IMCEAHTTPS-
_www+2Esalemct+2Egov_user_1351_contact@namprd19.prod.outlook.com>; selectman@colchesterct.gov
Cc: THOMAS MAIN <temainjr@comcast.net>; sshoemaker@colchesterct.gov; shoffmann@colchesterct.gov; John Meigel
<FM306@lebanonct.gov>; signal54tr@gmail.com
Subject: Re: Fire Marshal Mutual Aid Agreement

Good Evening,
Please see the updated draft.

Mark

From: Mark Waters
Sent: Sunday, January 1, 2023 4:37 PM
To: Kevin Cwikla <kcwikla@lebanonct.gov>; //www.franklinct.com/user/32/contact; firstselectman@bozrahct.org
<firstselectman@bozrahct.org>; //www.salemct.gov/user/1351/contact; selectman@colchesterct.gov
<selectman@colchesterct.gov>
Cc: THOMAS MAIN <temainjr@comcast.net>; sshoemaker@colchesterct.gov <sshoeaker@colchesterct.gov>;
shoffmann@colchesterct.gov <shoffmann@colchesterct.gov>; John Meigel <FM306@lebanonct.gov>;
signal54tr@gmail.com <signal54tr@gmail.com>
Subject: Fire Marshal Mutual Aid Agreement

Greetings First Selectmen,

In an effort to establish a list of fire marshals to assist in providing emergency coverage for investigations, I have attached a draft Fire Marshal mutual aid agreement for your review. Once the draft has been approved by the 5 towns, I will look to establish a master contact list to be on file at the dispatch centers.

Feel free to contact me with any questions.

Thank You,

Mark Waters
Lebanon Fire Marshal

FIRE MARSHAL MUTUAL AID SERVICES AGREEMENT

This Agreement is by and among the Town of Lebanon, a municipal corporation with an address of 579 Exeter Road, Lebanon, Connecticut 06249, the Town of Colchester ("Colchester"), a municipal corporation with an address of 127 Norwich Avenue, Colchester, Connecticut 06415, The Town of Bozrah ("Bozrah"), a municipal corporation with an address at 1 River Road, Bozrah, Connecticut 06334, The Town of Franklin ("Franklin"), a municipal corporation with an address of 7 Meetinghouse Hill Road, Franklin, Connecticut 06254, and The Town of Salem ("Salem"), a municipal corporation with an address of 270 Hartford Road, Salem, Connecticut 06420. Lebanon, Colchester, Bozrah, Franklin, and Salem are referred to herein collectively as the "Towns".

The Towns voluntarily enter into this Fire Marshal Mutual Aid Services Agreement for the purpose of providing the opportunity to share authorized fire marshal staff and resources among the five towns for emergency responses.

The Board of Selectmen of each municipality is the appointing authority pursuant to CGS §29-297 and may appoint deputy fire marshals as necessary. Each deputy fire marshal so appointed shall be sworn to his/her faithful performance of assigned duties by their respective Town Clerk and shall act under the direction and supervision of their local fire marshal, as provided in CGS §29-298(d).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Services. Any Town's First Selectman, as applicable, or its fire marshal or his/her designee may, pursuant to such authority and discretion as may be delegated to them from time to time by their respective Town's Board of Selectmen, request assistance from another town for the performance of emergency fire marshal services from time to time. The providing town's fire marshal or deputy fire marshals shall promptly notify the fire marshal of the requesting town of their availability to perform the services requested. Only those individuals who have been duly appointed and sworn may provide the requested assistance. Such duties shall be performed under the direction and supervision of the requesting fire marshal or his/her designee.

Term. The services provided hereunder shall commence on the date on which all parties have executed this Agreement and shall cease on January 1, 2028 (the "Initial Term") subject to earlier termination or extension as set forth herein. One month before the end of the Initial Term and any extension thereof, representatives from the Towns will meet to discuss the services being provided hereunder and whether there needs to be a change in contract terms and to enter into an extension agreement.

Fees. Unless the parties agree otherwise, there will no hourly rate charged for emergency responses.

No Employment Contract. This Agreement is for services provided by the respective towns' fire marshal, deputy fire marshal or fire inspectors or fire investigators on an independent contractor basis. Nothing herein shall be construed as an employment contract nor shall the personnel of either town be deemed employees of other town as a result of services provided hereunder. The employing town shall indemnify and hold the requesting town harmless for any liability for withholding taxes, FICA, FUTA, workers' compensation and the like, which may be incurred or suffered by the providing town as a result of this Agreement and shall maintain in full force and effect all applicable workers' compensation and other liability insurance coverages.

Termination. Notwithstanding the foregoing, any town may withdraw from this Agreement without cause upon thirty (30) days' prior written notice to the other towns.

Liability/Indemnification. Each Town shall defend, indemnify and hold harmless to the fullest extent permitted by law the other participating Towns, their elected officials, officers, employees and agents from and against all claims or actions under law arising from this agreement alleging bodily injury, property damage, or any other losses, damages, claims, liabilities, and expenses of any kind and nature, including but not limited to settlements, judgments, penalties, attorneys' fees and costs, arising out of, or resulting from negligent acts, errors or omissions of the indemnifying Town, its elected officials, officers, employees and agents.

Entire Agreement. This Agreement contains the entire understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained in this Agreement.

Amendment. Any changes to the terms and conditions as outlined herein must be mutually agreed upon by and between the Parties and shall be incorporated in written amendments hereto, executed with the same formalities as this Agreement. No amendment or modification of this Agreement shall be effective until executed by the Parties.

Governing Law/Venue. The laws of the State of Connecticut shall govern the formation, interpretation, and performance of this Agreement. No lawsuit pertaining to any matter under or growing out of this Agreement shall be instituted in any state other than Connecticut. The Parties agree that the venue for any legal proceeding in respect to this Agreement shall be Connecticut Superior Court, Judicial District of Norwich.

Notice. Any notice, demand, offer or other written instrument ("Notice") required or permitted to be given shall be in writing, signed by the party giving such Notice and shall be hand delivered or sent, postage prepaid, to the parties at the addresses as set forth in this Agreement. Any party shall have the right to change the place to which such Notice shall be sent or delivered by similar notice sent in like manner to all other parties hereto.

Dated this day of 2023.

TOWN OF LEBANON

By _____
Kevin Cwikla
First Selectman

TOWN OF COLCHESTER

By _____
Andreas Bisbikos
First Selectman

TOWN OF BOZRAH

By _____
Glenn Pianka
First Selectman

TOWN OF SALEM

By _____
Ed Chmielewski
First Selectman

TOWN OF FRANKLIN

By _____
Charles Grant
First Selectman

TOWN OF BOZRAH
TOWN HALL
1 RIVER ROAD
BOZRAH, CONNECTICUT 06334

2023
BOARD OF SELECTMEN
MEETING DATES

The Bozrah Board of Selectmen will hold their REGULAR MEETING in the Meeting Room of the Bozrah Town Hall at 1 River Road at 7:00 P.M. on the following dates:

TUESDAY JANUARY 17, 2023
TUESDAY FEBRUARY 21, 2023
TUESDAY MARCH 21, 2023
TUESDAY APRIL 18, 2023
TUESDAY MAY 16, 2023
TUESDAY JUNE 20, 2023
TUESDAY JULY 18, 2023
TUESDAY AUGUST 15, 2023
TUESDAY SEPTEMBER 19, 2023
TUESDAY OCTOBER 17, 2023
TUESDAY NOVEMBER 21, 2023
TUESDAY DECEMBER 19, 2023

NOTE:

ALL MEETINGS WILL BE IN PERSON UNLESS PUBLIC HEALTH CONDITIONS WARRANT OTHERWISE

Glenn S. Pianka
First Selectman