

TOWN OF BOZRAH
REGULAR MEETING
BOARD OF SELECTMEN
BOZRAH TOWN HALL
May 16, 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 May 16, 2023 at 7:00 p.m.

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

10 Members of the Public

Item 2: Public Comments

No public comment.

Item 3: Approval of Minutes

a. Regular Meeting - April 18, 2023

MOTION 1: B. Ballinger made a motion to approve the minutes from the regular meeting on April 18, 2023. J. Tarasevich seconded the motion.

Vote unanimous - **MOTION CARRIED**

b. Special Meeting - May 2, 2023

MOTION 2: J. Tarasevich made a motion to approve the minutes from the special meeting on May 2, 2023. B. Ballinger seconded the motion.

Vote unanimous - **MOTION CARRIED**

c. Special Meeting - May 4, 2023

MOTION 3: B. Ballinger made a motion to approve the minutes from the special meeting on May 4, 2023. J. Tarasevich seconded the motion.

Vote unanimous - **MOTION CARRIED**

Item 4: Qualified Data Center Host Municipality Fee Agreement - BOS Request for Additional Information Regarding DRAFT Proposal Version Dated

G. Pianka introduced Town Attorney Jeff Londregan, Stadia Engineering Associates Inc. Jim Rossman, property developer Chris Regan, and town resident and 23 year data center operator Richard Okoney.

G. Pianka noted the main concern from town residents is the noise level of the data center. R. Okoney noted the noise production would depend on the elevation of the data center and explained the cooling fans are typically on the roof with a surrounding wall reducing the noise. R. Okoney noted the DXC data center in the Norwich industrial park that was built in the 90's produces little to no noise, although it is smaller than the proposed data center from NE Edge LLC. R. Okoney noted the data center would benefit the town.

B. Ballinger clarified with Attorney Londregan that the original PILOT agreement with GotSpace LLC was signed with the intention that it was not exclusive to GotSpace LLC and the town could enter the same PILOT agreement with NE Edge LLC. J. Londregan noted the PILOT agreement was not exclusive to GotSpace LLC. J. Londregan noted the "red line" version of the Qualified Data Center Host Municipality Fee Agreement DRAFT will be reviewed by the developer.

Item 5: Monthly Reports

- a. Fire Marshal - No Report
- b. Food Bank - Attachment 1
- c. Senior Services Coordinator - No Report
- d. State Police - Attachment 2

Item 6: Commission Appointments

Planning and Zoning Commission

- a. Stephen Seder (Re-appointment) 06-30-23 - 06-30-26
- b. Manny Misarski (Re-appointment) 06-30-23 - 06-30-26
- c. Steven Coit (Re-appointment) 06-30-23 - 06-30-26

MOTION 4: B. Ballinger made a motion to re-appoint Stephen Seder, Manny Misarski and Steven Coit to the Planning and Zoning Commission for the term 06-30-23 to 06-30-26. J. Tarasevich seconded the motion.

Vote unanimous - **MOTION CARRIED**

Planning and Zoning Commission (Alternates)

- a. J. Steven Gural (Re-appointment) 05-01-23 - 05-01-26

MOTION 5: B. Ballinger made a motion to re-appoint J. Steven Gural as alternate on the Planning and Zoning Commission for the term 05-01-23 to 05-01-26. J. Tarasevich seconded the motion.

Vote unanimous - **MOTION CARRIED**

- b. Dan Tracy (New Appointment) 05-01-23 -05-01-26
5 Oakridge Lane Bozrah, CT 06334
dwtracy1065@yahoo.com
860-608-4838

MOTION 6: J. Tarasevich made a motion to appoint Dan Tracy as an alternate on the Planning and Zoning Commission for the term 05-01-23 - 05-01-26. B. Ballinger seconded the motion.
Vote unanimous - **MOTION CARRIED**

Bozrah Utilities Commission

- a. William Ballinger (Re-appointment) 05-01-23 -05-01-26

MOTION 7: G. Pianka made a motion to re-appoint William Ballinger to the Bozrah Utilities Commission for the term 05-01-23 - 05-01-26. J. Tarasevich seconded the motion. B. Ballinger abstained.

Vote 2 yes - 1 abstention - **MOTION CARRIED**

- b. Scott Barber (Re-appointment) 05-01-23 -05-01-26

MOTION 8: B. Ballinger made a motion to re-appoint Scott Barber to the Bozrah Utilities Commission for the term 05-01-23 to 05-01-26. J. Tarasevich seconded the motion.

Vote unanimous - **MOTION CARRIED**

Inland Wetlands and Conservation Commission

- a. Charlene Lathrop (Re-appointment) 01-31-23 - 01-31-26

MOTION 9: J. Tarasevich made a motion to re-appoint Charlene Lathrop to the Inland Wetlands and Conservation Commission 01-31-23 to 01-31-26. B. Ballinger seconded the motion.

Vote unanimous - **MOTION CARRIED**

- b. Chuck Mandel (Re-appointment) 06-30-23 -06-30-26

MOTION 10: J. Tarasevich made a motion to re-appoint Chuck Mandel to the Inland Wetlands and Conservation Commission for the term 06-30-23 to 06-30-26. B. Ballinger seconded the motion.

Vote unanimous - **MOTION CARRIED**

- c. Steven Brunetti (Re-appointment) 01-31-23 - 01-31-26

MOTION 11: B. Ballinger made a motion to re-appoint Steven Brunetti to the Inland

Wetlands and Conservation Commission for the term 01-31-23 to 01-31-26. J. Tarasevich seconded the motion.

Vote unanimous - **MOTION CARRIED**

- d. Scott Taylor (Re-appointment) 06-30-23 - 06-30-26

MOTION 12: J. Tarasevich made a motion to re-appoint Scott Taylor to the Inland Wetlands and Conservation Commission for the term 06-30-23 to 06-30-26. B. Ballinger seconded the motion.

Vote unanimous - **MOTION CARRIED**

Agriculture Commission

- a. Cheryl Carberry (Alternate to Regular Position) 12/15/21 - 12/15/24

MOTION 13: B. Ballinger made a motion to move Cheryl Carberry from an alternate position to a regular position on the Agriculture Commission for the term 12/15/21 to 12/15/24. J. Tarasevich seconded the motion.

Vote unanimous - **MOTION CARRIED**

- b. Stephanie Fear (Alternate to Regular Position) 12/15/21 - 12/15/24

MOTION 14: J. Tarasevich made a motion to move Stephanie Fear from an alternate position to a regular position on the Agriculture Commission for the term 12/15/21 to 12/15/24. B. Ballinger seconded the motion.

Vote unanimous - **MOTION CARRIED**

- c. Diane Lavallee (Appointment to Alternate) 12/15/22 - 12/15/25

89 Caroline Road Bozrah, CT 06334

Diane.laval@yahoo.com

MOTION 15: J. Tarasevich made a motion to appoint Diane Lavallee to an alternate position on the Agriculture Commission for the term 12/15/22 to 12/15-25. B. Ballinger seconded the motion.

Vote unanimous - **MOTION CARRIED**

Item 7: Town of Bozrah Temporary Special Event Process

Attachment 3

B. Ballinger noted no special event venues have been approved by the Planning and Zoning Commission and it is too early to approve the special event process. B. Ballinger noted the Planning and Zoning Commission needs to create an ordinance on special events in town.

MOTION 16: B. Ballinger made a motion to table the Town of Bozrah Temporary Special Event Process. J. Tarasevich seconded the motion.
Vote unanimous - **MOTION CARRIED**

Item 8: Bozrah Volunteer Fire Department Services Contract Agreement

Attachment 4

MOTION 17: G. Pianka made a motion to approve the 3 year Bozrah Volunteer Fire Department Services Contract Agreement. J. Tarasevich seconded the motion.
Vote unanimous - **MOTION CARRIED**

Item 9: Bozrah Volunteer Fire Department Part-Time and Per-Diem Firefighter/EMT Employment Agreement

Attachment 5

MOTION 18: B. Ballinger made a motion to approve the Bozrah Volunteer Fire Department Part-Time and Per-Diem Firefighter/EMT Employment Agreement. 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

Jonathan Gilman commented his support of the NE Edge LLC Data Center agreement.

Ev Brown commented on the data center footprint and the special event venues description.

Debra Palmer commented on special events.

Item 12: Adjourn

MOTION 19: B. Ballinger made a motion to adjourn the meeting at 8:22 p.m. J. Tarasevich seconded the motion.
Vote unanimous - **MOTION CARRIED**

Respectfully submitted for the Board,
Heather Provost
Recording Secretary

Bozrah Food Pantry April 2023 Monthly Report

The Bozrah Food Pantry (BFP) continues to be well stocked and the schedule of participants submitting requests by Wednesdays and pickups on Thursdays is working well. Requesters are notified by text or phone call when weekly food baskets are ready for pickup. Two Easter food baskets were prepared and given out. The baskets contained a frozen ham, biscuits, gravy, stuffing, fresh fruit, canned vegetables, and a pie.

Food Requests:

The BFP had five weekly food requests from families for pickups prepared and given out. Each pickup is about one week's worth of food for each person. (10 adults 3 children)

Donations:

Mary Jane Malone, Dorothy Lathrop, Janet Cosenza, Bozrah Volunteer Fire Department, and several anonymous Bozrah residents dropped food items and donations off at the Town Hall.

BFP Financials:

Purchases with debit card:

- No purchases

Purchases with gift cards:

- Shoprite gift card beginning balance \$28.99
- \$13.28 (restock food items)
- Ending balance \$15.71

- Stop & Shop gift card beginning balance \$70.35
- No purchases
- \$25 gift card from Dorothy Lathrop
- \$25 gift card from Janet Cosenza
- Ending balance \$120.35

- Walmart gift card beginning balance \$134.05
- No purchases
- Ending Balance \$134.05

Sincerely,

Tom Ververis (BFP Coordinator)



Lieutenant Adam Litwin #064
Commanding Officer

Master Sergeant Shawn Mansfield #078
Executive Officer

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
CONNECTICUT STATE POLICE
TROOP K - COLCHESTER

May 9, 2023

Mr. Glenn Pianka
Bozrah First Selectman
1 River Road
Bozrah, CT 06334

Dear Mr. Pianka,

This correspondence is an effort to keep you apprised of the monthly police services occurring within the Town of Bozrah.

During the month of **April 2023**, Troop K Troopers responded to **95** Calls for Service in the Town of Bozrah. Of these Calls for Service the most notable are:

Accidents:	7
Burglaries:	0
Larcenies:	0
Other Criminal:	5
Other Non-Criminal:	0
Medical Assists:	0
Arrests:	1
Non-reportable Matters:	61
Other Noteworthy Events (List):	

In addition to the above investigations, Troopers conducted the following motor vehicle enforcement:

DUI:	0
Traffic Citations:	10
Traffic Warnings:	17

Respectfully,

LT Adam Litwin #064
Lieutenant Adam Litwin #064
Commanding Officer
Connecticut State Police – Troop K

15a Old Hartford Road
Colchester, CT 06415
Phone: (860) 465-5400
Fax: (860) 465-5450



Town of Bozrah

SPECIAL EVENT PROCESS (until such time Regulation is enacted) Effective 5/11/2023

Town of Bozrah Temporary Special Event Process

The regulation of special events and the supervision of such events are hereby declared necessary for the protection of the health, property, safety, and welfare of the residents of the Town of Bozrah.

Special Events Definition: any public gathering of more than 50 persons (50) assembled at one time for one (1) particular event, on any property or portion thereof, regardless of zone, whether located indoor or outdoor, used for profit for hosting weddings, dinners, corporate gatherings, performance or other private special events and celebrations.

The term "special event" shall **not** be interpreted to include the normal day-to-day operation of existing commercial businesses. Nor shall this apply to private backyard weddings, 4th of July parties, private gatherings, etc.

This shall not apply to events of civic or social organizations located in the Town of Bozrah.

Special Event Permit Required:

1. No special event shall be held without a valid permit.
2. Application for such a permit shall be made to the Zoning Enforcement Officer not later than fourteen (14) days prior to the starting date of the special event upon forms for that purpose.
3. The application for such permit shall require the following information:
 - a. Location of event to be held.
 - b. Date and time of event.
 - c. Description of event, to include:
 - i. Hours of event
 - ii. Music type and hours – live amplified, live acoustic, DJ
 - iii. Anticipated number of persons who will be attending, including employees/caterers/etc.
 - iv. Information, including a phone number, for a contact to be on site during the event for purposes of emergency or complaint.
 - d. Name and address of applicant (s).
 - e. Name and address of property owner(s).
 - f. Age of applicants, (Applicants must be over twenty-one (21) years of age).

- g. Type of business or activity at property where event is to be held; (residence, commercial business, Town property, etc).
- h. Plot plan or sketch of facilities, including tent floorplan, and write-up demonstrating adequate plans to meet local, state and other applicable standards for:
 - i. Parking
 - ii. Access roads and pedestrian ways
 - iii. Food service
 - iv. Drinking water
 - v. Toilets
 - vi. Fire prevention
 - vii. Fire protection
 - viii. Refuse disposal
 - ix. Law enforcement
 - x. Medical care

Town Review:

The facilities for the event shall be subject to review by the following within forty-eight (48) hours of the time the event is to begin:

1. First Selectman
2. Fire Marshal
3. Director of Health
4. Building Official
5. Zoning Enforcement Officer

Requirements:

1. Permit is non-transferable, non-renewable, and valid for one event only.
2. If required by the Zoning Enforcement Officer, each applicant shall pay for police officers as deemed required.
3. All state health regulations must be met and documented by Uncas Health District.
4. All refuse must be cleaned up and disposed of at the expense of the applicant.
5. Entrance and exit through property must be suitable to allow passage of emergency vehicles.
6. No camping or overnight guests on the property unless a previously permitted Bed and Breakfast.
7. The Zoning Enforcement Officer may require a bond to be posted, the rate of the bond to be \$5,000 per 100 people in attendance.
8. Permit can be revoked at discretion of the Zoning Enforcement Officer, First Selectman or Fire Marshal at any time for cause.

Questions:

Please contact Zoning Enforcement Officer Jennifer Lindo, at jlindo@seccog.org or (860) 889-2324.

AGREEMENT

This is an agreement between **THE BOARD OF SELECTMAN** of the Town of Bozrah, hereinafter referred to as the "selectman" and **THE BOZRAH VOLUNTEER FIRE COMPANY, INC.** hereinafter referred to as the "Fire Company".

1. The Selectman retains the Fire Company to provide fire and ambulance service to the Town of Bozrah for a period of three (3) years commencing July 1, 2023
2. For these services the Selectman will pay the Fire Company the sum of One Hundred and Twenty Five Thousand No/100 (\$125,000) Dollars per year of the contract. Payment will be made to the Fire Company in equal amounts bi-annually. The first half payment being due on July 30 of each year and the second half on the following January 31.
3. In return for said payment the Fire Company agrees to provide fire and ambulance service to the Town, to provide and maintain training to the member of the Fire Company for both ambulance service and fire protection at levels no less than those required by state statute and regulations, to maintain the equipment in the same condition as of the signing of this contract, and to replace the equipment as needed. Both parties in the agreement recognize that the equipment, as well as the rolling stock, belongs to the Town of Bozrah. Any replacement equipment will become the property of the Town of Bozrah. The Town of Bozrah will be responsible, however, for the replacement of the rolling stock. The Fire Company will be responsible for repairs to the equipment and the rolling stock up to an amount of Twenty Thousand (\$20,000) dollars per fiscal year. Should repairs in any such year exceed Twenty Thousand (\$20,000) dollars then the Town will reimburse the Fire Company for all expenditures for repairs in excess of Fifteen Thousand (\$15,000.00) Dollars during that fiscal year.
4. The Fire Company now has 501(c) 3 status with the Internal Revenue Services as of May 3, 2014. The Fire Company will keep our 501(c) 3 status current and in good standings with the IRS.
5. The criteria/policy for collections will be established by the Fire Company and administered by the billing company.
6. The Fire Company and the Town shall create an "Ambulance Replacement Account" with its purpose to fund replacement of an ambulance and EMS/Rescue equipment. Disbursement of the collected funds will be authorized by the Fire Company and the Town on January 1st of each year and, following deduction of the billing cost, the bundle billing costs, the ambulance billing coordinator cost, the lamresponding.com cost and the EMS PCR programing cost from the gross, the net will be divided as follows:

50% to Bozrah Fire Company
30%to the Fire company Ambulance Replacement Account
20% to the Town of Bozrah Ambulance Replacement Account

No disbursements from either the Fire Company Ambulance Replacement Account or the Town Ambulance Replacement Account will be made without the approval of both the Board of Selectmen AND the Executive Board of the Fire Company.

7. Nothing in the agreement shall preclude the Town of Bozrah from exercising any of its rights or obligations under the Connecticut General Statutes. If, however the legislature should pass legislation resulting in expenditures, either to the Town or Fire Company which cause an increased financial burden on the Town or Fire Company then the party to this agreement receiving the increased financial burden shall have the right to seek renegotiation of this agreement. If negotiations do not result in a mutually agreeable change the agreement will be terminated.
8. This agreement maybe renewable after three (3) years by mutual agreement between the Selectman and the Fire Company.
9. If the Fire Company fails to properly perform the fire or ambulance service through its own fault or through the fault of some outside agency, such as the federal or State Government, the Selectman shall have the right to obtain substitute Serviced to perform these functions. If the Fire Company is unable to cure its failure to perform for a period greater than thirty (30) days then the Town shall have the right to terminate this agreement.
10. This agreement may not be assigned in part or in full by the Fire Company without the consent of the Board of Selectman of the Town of Bozrah.
11. This agreement is an amendment of a previous agreement approved by the voters of Bozrah at a duly called Town meeting which agreement provided for a renewal of the agreement after three (3) years by mutual agreement between the selectman and the Fire Company.

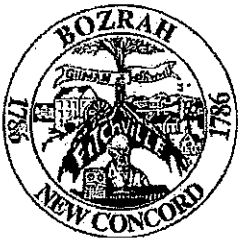
Dated at Bozrah, Connecticut this 1st day of June, 2023

TOWN OF BOZRAH BOARD OF SELECTMAN:

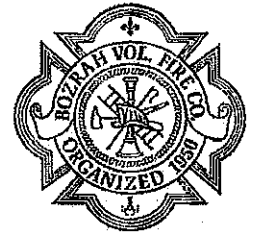
_____	_____	_____
First Selectman	Selectman	Selectman

BOZRAH VOLUNTEER FIRE COMPANY, INC.

_____	_____	_____
Chief	President	Vice President



**Town of Bozrah/ Bozrah Volunteer Fire Company
Inc.
Part-time and/ or Per- Diem Firefighter/ EMT
Employment Agreement**



This an agreement between The Bozrah Volunteer Fire Company Inc. ("BVFC") and the Town of Bozrah to provided Fire Protection and Emergency Medical Services within the community, the Town of Bozrah ("Town") employ part-time and/or per-diem Firefighter/ Emergency Medical Technicians to augment the volunteer Firefighter/EMT's provided through the BVFC. The BVFC and the Town understand and recognize that the Firefighter/EMT's employed by the Town are prohibited from also volunteer as Firefighter/EMT's for the BVFC. The Town and BVFC agree to the following.

1. **Funding.** The Town Board of selectman has authorized funds for the duration of this agreement commencing July 1st 2023 and ending June 30th 2026. It provides for the Town to employ part-time and/or per-diem Firefighter/EMT's to staff the BVFC during weekday mornings and afternoons. The BVFC and the Town understand, and the Town requires that all cost associated with the employment of any part-time/per-diem Firefighter/EMT's be covered in full through the amount budgeted for any fiscal year. Such costs may include, but not be limited to wages, federal and state unemployment taxes, Social Security and Medicare contributions, workers' compensation insurance, and/or employment practices insurance. The BVFC agrees to provide the Town with information requested for purposes of determining any future annual budgets for the employment of part-time and/or per-diem Firefighter/EMT's, and to assist the Town as otherwise requested in the development and presentation of any annual budget.

2. **Employment.**
 - a. The Town, through its Board of Selectman, shall be responsible for all employment decisions, including, but not limited to, hiring, discipline and/or firing. Any such decisions (including those outlined in subparagraphs b, c, e, and f of this section), however, shall be made, to the extent reasonably possible, after consulting with and with input from the BVFC Fire Chief, who shall provide day to day supervision of all employed and volunteer Firefighter/EMT's. The Town, however, is under no obligation to follow employment recommendations from the BVFC Fire Chief.

- b. The Town, through its Board of Selectman, shall develop and/or cause to be developed a job description of part-time and/or per-diem Firefighter/EMT. This job description shall identify, among other things, the reporting/supervisory structure, the essential functions of the position, the physical and/or mental demands of the position, and the skills and qualifications required (e.g., education, experience, training, and/or certifications).
- c. The Town, through the Board of Selectman shall develop and/or cause to be developed an employment application and background check for Individuals seeking part-time employment with the Town as a Firefighter/EMT. The background check shall include, but not necessarily be limited to, a criminal history. All Individuals seeking employment with the Town are required to submit an application for employment and successfully complete background checks.
- d. The BVFC is responsible for providing (with funds provided by the town through its budget process) all part-time and/or per-diem Firefighter/EMT's employed by the Town with all required clothing, gear and/or equipment related to the performance of their employment duties. The BVFC will maintain and/or ensure the maintenance of all such clothing, gear, and/or equipment in compliance with any applicable, regulatory, statutory, and/or other such pertinent guidelines; shall insure employees remain current with requisite trainings and/or certifications in the proper use of such gear and/or equipment; and shall indemnify, defend, and hold harmless the Town from any and all claims and/or causes of action, whether before an administrative body, arbitrator, mediator, court, and/or other judicial, and quasi-judicial body, related in any way to the above. The BVFC shall, upon the execution and approval by the Board of Selectman and the BVFC of this agreement, and annually on January 1 thereafter during the term of this agreement, confirm with the Town that clothing, gear and/or equipment provide to employees have been maintained and/or acquired any necessary training and/or certifications to continue employment as a Firefighter/EMT. The Town is not responsible for the cost of any training and/or certifications for Firefighter/EMT's
- e. Upon the execution and approval of the Board of Selectman and the BVFC of this agreement, the Board of Selectman shall initiate the processes identified in subparagraphs b-c of this section.
- f. The Town shall initially staff the BVFC with two (2) employees from 7am- 4pm, Monday thru Friday. Part-time/per-diem employees may be scheduled for and work a maximum of twenty-four (24) hours per week. Any deviation from either hours the Town staffs the BVFC and/or the number of hours an employee may work per week must be approved by the Board of Selectman.

- g. Part-time/per-diem employees are employees at-will and are non-benefit earning (they are not entitled to, nor eligible for, benefits such as, but not limited to, vacation, sick and/or accrued leave; participation in any Town retirement plan; participation in group medical insurance) and must acknowledge their non-benefit earning status in writing at the time of hire or execution of this agreement for those already employed. Parttime/per-diem shall be paid an hourly rate not to exceed \$22.00 during the term of this agreement and shall remain in effect unless otherwise modified by the Board of Selectman or changed in any extension of this agreement.

3. Effective Date and Term of Agreement.

- a. This agreement is subject to approval by the Town Board of Selectman, the Board of Directors for the BVFD and the Board of Chiefs of the BVFC, and is effective upon approval of all parties
- b. Upon the expiration of this agreement (30 June 2026) it may be renewed in future years in increments not to exceed three years. At the conclusion of this agreement, the Town will evaluate whether to continue employing part-time and/or per-diem Firefighter/EMT's and shall notify the BVFC as soon as reasonably practicable in the event that it will consider and/or intends to eliminate part-time and/or per-diem employees in whole and/or in part AND will afford the BVFD the opportunity to appear before the Board of Selectman to address the same.
- c. This agreement supersedes any prior agreements and/or conversations regarding the Town's employment of part-time and/or per-diem Firefighter/EMT's and constitutes the full agreement of the parties. The terms of this agreement may be modified in writing by mutual agreement of all parties, subject to approval of the Board of Selectman, BFVC Board of Directors and Board of Chiefs.

Town of Bozrah

Bozrah Volunteer Fire Company Inc

Title: _____

Title: _____

Date: _____

Date: _____