

**Beacon Falls Board of Selectmen
10 Maple Avenue
Beacon Falls, CT 06403**



**BEACON FALLS BOARD OF SELECTMEN
Monthly Meeting
December 13, 2021
MINUTES
(Subject to Revision)**

1. Call to Order / Pledge of Allegiance

Selectman Gerard Smith called the meeting to order at 7:00 P.M.

Members Present: Gerard Smith (GS), Mike Krenesky (MK), Peter Betkoski (PB)

Others Present: 11 members of the public, Attorney Steven Studer (SS)

2. Read & Approval Minutes from Previous Meetings

Motion made to approve Minutes from BOS Monthly Meeting held on 11.08.2021, PB/MK, all ayes.

3. Budget Transfers

– GS – We had one last month that we needed further information for. It was the Service Award transfer to make the account whole. The BOF already approved this transfer. **Motion to approve the transfer from last month already approved by the BOF, MK/PB, all ayes.** GS – there are two new budget transfers for the interest on the bond sale in the amount of \$14,891.67 and the second is \$231 for tasers and holsters. **Motion to approve the two transfers and forward off to BOF for their approval, PB/MK, all ayes.**

GS – I am going to move the agenda around a bit, because we do have people in the audience. GS entertain a motion to move New Business item H. Oak Drive up to item 3a. PB/MK, all ayes.

GS – I also entertain a motion to move under Old Business item C, Opioid litigation to item 3b, PB/MK, all ayes.

a – Oak Drive – GS – Public Works has informed the Town that Oak Drive is in such despair, their concerned about plowing it. They are worried about the equipment and doing further damage to the road. I have consulted with the Town attorney about what to do and how to move forward. They do not want to plow because it could do more damage and we do not want to make a bad decision worse. I saw some of the manholes raised. We also do not want to say we are not going to plow, because that is not fair to you. The attorney recommended a Hold Harmless agreement stating that we are going to plow to the best of our ability. Should we do any further damage to the road, we are not responsible and if significant repairs are not made, we will not be able to plow it next year. I have our Town Attorney here, but I would like to hear from the rest of the BOS first. We are in an awkward situation, and it has been one for a long time. I am open to listen to what both Selectman have to say. MK – I am in full agreement with the letter and with what the First Selectman stated. We cannot put the town at risk by working on this road. I am in full agreement with the approach that we will do the best we can this winter, but if the road is not repaired, we won't be plowing next year. We cannot effectively do the work on the

road with the condition of the road. PB – I agree with the letter somewhat but what I disagree with is why did Public Works wait so long to inspect the road and I am a little mixed up about the agreement with the Residents of Oak Drive. GS – we are supposed to maintain the basins and any damage resulting in us not doing maintenance. We have our maintenance records. We are responsible of the entrance at Munson. Other than that, that is where responsibility ends. There are 5 other private roads in town. I have owned a property on Cotton Hollow for 16 years. It's a dead-end private road, I plow it, I have to bring millings, roll it, grade it etc. Public Works should only be up there to clean basins. I got that report because they went up to remove paving equipment. The road did not fall apart 6 months ago. PB – I have to agree somewhat, we are trying to protect the town and we want to help for safety reasons but when you all went to court with this issue, weren't you supposed to maintain it? SS – I did look at the stipulation, you are correct, there is not a specific statement that says the residents are the owner of the road and need to maintain it. There is a statement that it states it is a private road and not a Town road. The Town does not have the responsibility to maintain and repair a private road. The road is owned by an LLC, Oak Drive Enterprises. It was put into ownership by James Wisneski. His estate indicates that the LLC was given to his son. His son died just recently so we need to figure out where all that lands. It is the responsibility of the owners/homeowners to maintain that responsibility. GS- it has almost been always cut and dry with the ownership of the road. I make sure that Public Works does what they are responsible for. It is a private road, and you can close it off if you believe it is a fair thru. The road in front of Franks house is falling off and it never got fixed.

- David Anelli – 17 Oak Drive – How about we speak with Public Works regarding blocking off the road in the middle? GS – if that works that is ok, but it still does not change the fact that the road is in disrepair that I cannot plow. David – will the Town provide legal signs? GS – it is a private road. There used to be signs.
- Tom Yoxall – 9 Oak Drive – Part of the stipulation said that the Town would have to do repairs on surfaces at Oak and Munson, specifically cutting out some patches and filling potholes. I do not recall that being completed. GS – there is nothing that needs to be done currently. Tom – in the agreement it is in exhibit A. GS – from what I read anything that happens at that intersection is the Town's responsibility. Tom – The Town did not live up to the stipulation. GS – whatever the Town's obligation is at Munson Road, we will fix it. SS – my reading is different; the Town does have obligation regarding potholes etc. at Munson and they depict that with a drawing by Nafis and Young. This to me seems like there was a specific condition which has to be remedied and it was a one time shot, not going back every year. Tom – I do not think anywhere it indicated who is responsible for maintaining the road. GS – it doesn't and to Attorney Studers point, private roads are private property. So, they are maintained by the individuals who own it, not that Town.
- Lou Krokowsky – 7 Oak Drive – The two stipulations were that the road would be plowed, and that garbage would be picked up. There was no mention that the residents would have to repair manholes etc. GS – don't you think it is implied that you have to keep the road in a plowable state? Lou – not implied to us. GS – what we are saying is that we cannot safely plow because of the deterioration. Lou – there was no stipulation about maintaining it, it just says that the Town plows the road. GS – now you're painting me into a legal corner. SS – implicate for the Town to plow, sand and salt the road is that the road is in decent condition and passable. If you cannot plow the road safely without damaging the road or equipment, then the Town doesn't have any obligation. Lou – we do not have an attorney here. GS – you are free to have one. Lou – so we hire another one, again that won't have a decision maintained. As I pointed out twice, the agreement is

the Town would plow the road. GS – I would encourage you to go have a free consultation with an attorney and ask them that question.

- Mark Zurek – 16 Oak Drive – if there are situation where there is wiggle room i.e that the road needs to be in a plowable state are there other stipulations in the document that benefits the residents? This is legal opinion not precedent. I do not know of any decisions that state the road must be in a plowable state to plow it, this is just an attorney opinion. Therefore, there may be other stipulations in the agreement that benefit the residents. So, I want to know if we can come up with some implied stipulation that the Town is responsible for additional services, will you honor it the same way you expect us to honor your opinion that the road needs to be plowable. GS – what I am hearing is that you want to go back to court with us to argue this point. Mark – I want to come to an agreeable solution and how to best solve these issues. I am 33 years old and if my road is not plowed, I can get around. It is not fair to these folks who cannot shovel, plow. We are out of options. I understand the Town does not want to be liable for certain situations. GS – this is not a new issue. I go back to 2011, the road has always been a sticking point. I called Jimmy and had him sit in this room and Jimmy said he wanted to work with everyone and create and HOA, you were all there and no one wanted to step up and work with him. We would not be having this conversation today, had ten years ago the people in this room worked with the owner of the road. You have the benefits of living on private road where we pick up your garbage, plow your road. You sued us for that, and I disagreed. You are advocating for a group of people that were here for this conversation. There is history here that you should know about that there were solutions that tried to be had and shortly after that meeting Jimmy left us. Mark – so in this groups opinion the Town is not responsible for the road. GS – yes, we are not responsible to maintain that road. Mark – the LLC in this Boards opinion is responsible for the maintenance of this road as owned by Wisneski and his descents. GS – yes. SS – correct. Mark – am I part of this LLC because I did not live on the road at the time and never met this gentleman. How do I fix the road if I am not represented by the Town or LLC? If I start doing things, then I am doing something on others private property. GS – my advice is to go back to your real estate agent that sold you the property and the attorney that closed the property for you and how did they let you get into a property without a maintenance agreement, without clearly spelled out language on who is responsible for the road. Your argument is not with the Town it is with your agent and attorney. There is title insurance, errors and omissions insurance and you can all collectively go to from the agents that represent you. Did anyone mention to any of you that the road did not have a maintenance agreement?
- Christopher Vizzo – 12 Oak Drive – Chris – I bought Jimmy's property shortly after he died. My attorney said, you know it is on a private road and since he died no one is maintaining the road. They never set up an Association. I said ok, what is the status of the road. He told me it was in disarray. I said hopefully someone will put together and HOA to take over from this LLC. That is how it is normally done. I am in this industry and have put in a few private roads and you have to have an HOA. GS – who maintains the private roads you install. Chris – in the beginning the contractor but once a certain percentage of homes sold it now gets turned over to a Board made up of homeowners who set up the Association, collects dues etc. I feel that this is where that is leading too.
- Lou Krakosky – just before Chris bought his home Jimmys house, property and the road got separated. GS – you can do anything with your own private real estate.
- Tom Yoxall – 9 Oak Drive - you made mention that a bunch of private roads in town. Oak Drive is unique. We especially now, with what is going on, on Cook, we get a lot of traffic, so I think it is unique to other private roads. Part of the reason this whole lawsuit how we had standing was because the sewer lines for the Cedar Lane development run under Oak Drive. GS – there is an easement, and it has always been there. Tom - Did Public Works give any minimal amount of work that would need to be done to bring it to a plowable standard? GS – typically we would have engineers look at the road in question, but this is a

private road. GS – I would encourage you to block the road off if you concerned about the traffic. Tom – my thing is fixing the problem. I am not talking about repaving the whole thing, but I do not think it would take an arm and leg to fix in front of Franks and some manhole covers. GS – I had the road foreman & Cocchiola go through there so I could get you a rough number or maybe shoot some asphalt down to get you through the winter. They told me it would not make it through the first snow. The road is in so disrepair that if we put asphalt down it would crumble. There is no base for it to adhere too. He said if anything, they would reclaim and roll it. Then it would be a dirt road and you are in better shape; we could plow that. Tom – but it would ultimately be a dirt road? GS – yes, but not what you're thinking. More like a dirt road like up north. As long as the drainage is proper a dirt road will last for years with just a little regrading. If you have to pave that road you are talking about 600-700K. You can probably reclaim it for 100K.

- PB – all of you make good issues and points and Gerry is protecting the Town and I have to agree with him. Regarding the elderly, I think we do worry about you. What I would suggest, is that you come up with a contractor to repair the asphalt the way it is now. Then you reach me with the Town Engineer to ask if it passable to plow, but you people have to pay for that, and it is not unrealistic. What if we get a heck of a winter? SS – you do need a HOA, right now the LLC does own the road. I have not had a chance to check with Probate to see where his estate stands. If he had a Will that will tell us. It will not just disappear, there has to be a chain. We can try to find out who will inherit the LLC. Then you need to put together an LLC or HOA and then acquire the title to the property to the new entity and then you can do what you need to do. Then you will collectively know what is what. If he died without a will, his mother would most likely receive the interest in the LLC.
- Donna Korkosky – 7 Oak Drive - you said that you would do your best for us this winter and then we would have time to do something before next winter. GS - correct. You do not have attorneys, but we are going to provide you with a copy of a Hold Harmless, so that the Town is not liable for further damage while plowing the road. You can have your attorney review it. Donna - We have traffic that goes back and forth, is there any way to stop people without a barrier. GS – no.
- David Anelli –17 Oak Drive - I have been told by the FD, that the road cannot be blocked because there is no turn around for fire trucks. GS – There is no turn around on Cotton Hollow. I think it can be closed off and I will check with the Fire Marshall. If you decide to block it off, let my office know so you do not do something we may have to change.
- Mark Zurek – 16 Oak Drive - Supposed there is a large snowstorm, and the road isn't plowed, and something happens, and EMS and FD can't get there, and someone passes away and/or has tremendous loss who is responsible. SS – the Town would not be responsible.
- SS – this all came up rather quickly and we are just trying to get through this winter and help you out. We are not focusing on what all the stipulations mean, we feel the Town has abided by those, we are focusing on the one that talks about plowing, sanding and salting to get you through the year. Tom – we need to be educated on the bigger picture. SS – we must get through this issue first. Tom – you are going to plow this winter? GS – yes, but we may have to be a single passing lane or parts may be plowed better than others due to the condition of the road.
- GS – we will mail these agreements out and have your attorney review them and get us back to them sooner than later.
- Tom Yoxall – 9 Oak Drive - what if we all don't sign the agreement. GS – we can't make you sign it.

3b Resolution for the Opioid Settlement – GS – we entered into this Opioid settlement and there is a resolution that we need to sign, and it is a matter of how they will break out the settlement. GS read resolution in full (attached) **PB made motion to adopt resolution as presented,**

seconded by MK for discussion, I want to be clear that this resolution is solely for the opioid documents and separate of the document that happens every year were the First Selectman is authorized to sign documents on behalf of the Town of Beacon Falls. They should be separate resolutions. SS – this resolution is just for the Opioid Litigations and Settlement only and he would then sign the participation agreements. MK – after every election the BOS authorizes someone to have signing ability and we have not done that. We need to put a second resolution on the table for everything else, not just Opioid Settlement. **All ayes.**

Motion made by MK for Blanket Resolution as item 3c – Blanket Authorization, seconded by PG, all ayes.

3c – Blanket Resolution – motion made to authorize the First Selectman or his designee to be authorized signatory, MK/PB, all ayes.

4. Comments from the Public

None

5. Resident Trooper/Police Report

Motion to approve Resident Trooper report as presented - MK/PB – for discussion, all ayes.

6. Wastewater Treatment Plant Report.

Motion to approve Wastewater Treatment Plant report as presented – MK/PB, all ayes.

GS – Tom will be back January 3rd.

7. Report of Public Works

Motion to approve Public Works report as presented, MK/PB – for discussion – where Cocchiola did overlay, they should have keyed in. GS – it was strictly a band aid, just tac and go. All ayes.

8. Report of the Fire Marshal

No report provided.

9. Report of the Finance Manager

Motion to approve and forward the report to the BOF for discussion at monthly meeting – PB/MK, all ayes.

10. Report of the Tax Collector

Motion to approve and forward report to BOF for discussion at monthly meeting – MK/PB, all ayes.

11. Report of the Town Treasurer

Motion to approve the Treasurer report and forward to the BOF for discussion at monthly meeting – MK/PB, all ayes.

12. Report of the Town Clerk

Motion to approve and forward report to BOF for discussion at monthly meeting – PB/MK, all ayes.

13. Report from Economic Development – Motion to approve the report as presented, PB/MK, all ayes.

GS – we are working with Tom Hyde and when the Naugatuck Region comes up, that will be a good working relationship. MK - #4 it says they want to work more with NVCOG Planners to update inventory and to reengage plans to upgrade South Main Street. Does that mean bringing in Engineering and other resources? What is reengage South Main Street mean. PB – I think we can all agree that we need to work together to do something on Main Street, but I do not want to spend any money. GS – we tried for a grant that we looked at and did not get last time but I do not think spending money on Engineering is plausible. We already have a plan for Main St. We just need to explore those grants when they come up and Natasha has it on her radar to reapply for that grant we did before. MK – so are we good to approve this? GS – yes, we can ask what they mean by item 4.

14. Report of the Library

Motion to approve and forward report to BOF for discussion at monthly meeting – PB/MK, all ayes.

15. Report of the Fire Department

No report provided.

16. Any other reports

- a. Report of the Custodian – Motion to accept the reports as presented – MK/PB, all ayes.
- b. Report of the Town Nurse – (Quarterly) No report provided
- c. Report of the Animal Control Officer –GS –motion to not approve the reports as presented due to lack of information and difficulty deciphering data, PB/MK, all ayes.
- d. BOE Report – No report provided.

17. Reading of Correspondence & Payment of Invoices

- a. GS – letter from P&Z regarding bipartisan infrastructure bill and if assistance is available for the town.
- b. GS – letter of interest from Cody Muth to be appointed to Conservation Commission.
- c. GS – Letter of interest from Maureen Carroll and Victor Santos to be appointed to the Park & Recreation Commission, which there are no openings by the way.
- d. GS – Servants of Christ Bike Night – **Motion to approve the 2022 calendar, MK/PB, all ayes.**
- e. YMCA is having their capital campaign if you know of anyone looking to make a contribution, please spread the word.

18. Old Business

- a. **NVCOG Hazard Mitigation Plan Presentation** – tabled until next month.
- b. **Melbourne Trust Checking Account** – GS – it is the same issue that we have had. Natasha told us we have a total of \$604.00 in the checking account and \$10,000 that we have in the trust account, but we are down to \$604.84. I like to put a box on the tax bills that go out where if someone wants to donate, they can check off the box and include it. MK – there used to be a Statute that allows you to do that. I believe it is just auto. GS – I think we should do that effective on the July tax bills. GS – I think we should go ahead and do the two \$250 scholarships. MK – I have no problem with that but just FYI the way the trust is written, not only is it for scholarships but it also includes the assistance with any child medical bills. To my knowledge, it has only been used once for that. **Motion made by MK to complete two \$250 scholarships, PB, all ayes.**

19. New Business

a. Appointments & Reappointments

- **Brownfields Commission** – Vacant
- **Conservation Commission** – **Motion made to appoint Cody Muth to Conservation Commission vacancy, PB/MK, all ayes.**
- **Blanket approval on Conservation Commission to reappoint Ruth Burritt, Kristen Jabanoski, Andrew Keane, Lori Brant and Julian Thomas, MK/PB, all ayes.**
- **Motion made to reappoint Jeremy Roderigo as the EMD, MK/PB, all ayes.**
- **Motion made to reappoint Brian DeGeorge as the AEMD, MK/PB, all ayes.**
- **Motion made to reappoint John Smith and Doug Bousquet to IWWC, PB/MK, all ayes.** GS – we will not be reappointing Harry Roscoe to IWWC and we will let P&Z recommend a member for that position.
- **Motion made reappoint Donald Molleur, Harry Roscoe, Jack Burns, Cody Brennan and Mike Pratt to Planning & Zoning, MK/PB, all ayes.**
- **Motion made to reappoint Rob Pruzinsky as Tree Warden, PB/MK, all ayes.**

- **Motion made to reappoint Jeff Smith and David D'Amico to the WPCA, PB/MK, all ayes.**
 - b. **Tax Refunds – Motion made to approve four tax refunds in the amount of \$1,945.29, MK/PB, all ayes.**
 - c. **FYY2020 and FYY2021 EMPG Resolutions – GS – these are the Emergency Management grants. Motion made to approve both FYY2020 and FYY2021 EMPG Resolutions, PB/GS, all ayes.**
 - d. **Library Hours – Motion made to approve the change in the library hours as presented by the library, once approval of changes is received from the Bargaining Unit, PB/MK, all ayes.**
 - e. **O&G Data Center – GS – this is gaining momentum. Where they were going to put the fuel cell, they have gotten plans and are talking about the Data Center. More to come as they draw up legal documents for review. If this comes in, it would be very good for the Town.**
 - f. **Haynes Development – GS – they are putting together plans for a project in Seymour and there is an application for Federal and local funds to move the development forward. I have an appointment on Wednesday to discuss next steps. Big things on the horizon for large developments in Beacon Falls. MK – will that include the State Road. GS – yes, it all revolves around the road. PB – where does the railroad stand with that? GS – they are discussing redoing the Seymour and Beacon Falls station. One plan is to combine the two into one huge station in the middle of the project. It would be part of a true transit-oriented district and the renditions of what it could look like are very cool. We have 90 acres and Seymour has 130. The COG is also involved.**
 - g. **FY2023 Budget Schedule – GS – We are back to Tuesday nights; we will discuss this further at BOF. To project this far out is hard, but it looks fine.**
20. **Executive Session – none needed**
21. **Adjournment**
Motion to adjourn at 8:29 P.M. PB/MK, all ayes.

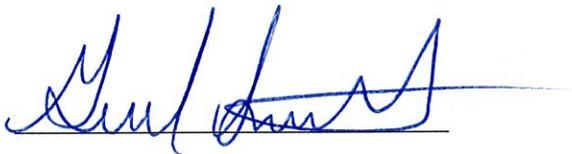
Respectfully submitted,

Kerry McAndrew
 First Selectman's Office Administrator/Clerk

RESOLUTION

RESOLVED: That the First Selectman, or his designee, be, and he hereby is, authorized and empowered to execute any and all documents and to take any and all actions as the First Selectman, or his designee, deems necessary, appropriate or convenient on behalf of the Town in order to cause the Town to settle the opioid litigation pending against: (i) McKesson, Cardinal Health and Amerisource, and to participate in the nationwide settlement agreement with said entities dated July 21, 2021 (the "Distributor Settlement") and (ii) Janssen Pharmaceuticals, Inc, and its parent company, Johnson and Johnson, and to participate in the nationwide settlement agreement with said entities dated July 21, 2021 (the "Janssen Settlement").

RESOLVED: That in the event the First Selectman is unavailable, or otherwise unable, to cause the Town to participate in the Distributor Settlement and/or the Janssen Settlement, the First Selectman may designate the Second Selectman to act on behalf of the Town in his place and stead with the same authority and power.

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Gerard Smith, First Selectman

A handwritten signature in blue ink, appearing to read "Peter Betkoski", written over a horizontal line.

Peter Betkoski, Selectman

A handwritten signature in blue ink, appearing to read "Michael A. Krenesky", written over a horizontal line.

Michael Krenesky, Selectman