

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting Immediately Following
Commission Chair Meeting @ 7:00 PM
Thursday, January 16, 2014
Colchester Town Hall
Meeting Room 1**

NANCY A. BRAY
TOWN CLERK

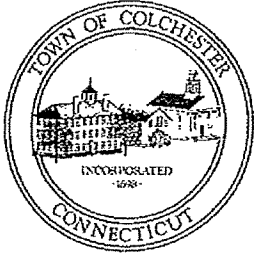
Nancy A. Bray

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COLCHESTER, CT

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the December 19, 2013 Regular Board of Selectmen Meeting
4. Approve Minutes of the January 13, 2014 Special Board of Selectmen Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Blight Task Force – Carl E. Swanback to be Interviewed
 - b. Economic Development Commission –
 1. William Curran to be Appointed for a Five Year Term to Expire 10/31/2014
 2. James W. Ford to be Interviewed for a Five Year Term to Expire 10/31/2016
 - c. Ethics Commission – John A. Dilorio to be Appointed for a Three Year Term to Expire 10/13/2016
 - d. Police Retirement Board –
 1. Greg Cordova to be Appointed for a Three Year Term to Expire on 1/31/2015
 2. Dan Eberle to be Re-Appointed for a Three Year Term to Expire 1/31/2017
 - e. Sewer and Water Commission-
 1. Thomas Hochdorfer to be Interviewed
 2. Resignation of Regular Member Robert Jones
7. Budget Transfers
8. Tax Refunds & Rebates

9. Discussion and Possible Action on Proposal for Ricoh Copier for Senior Center
10. Discussion and Possible Action on Local Prevention Council Grant
11. Discussion and Possible Action on Security Upgrades
12. Discussion and Possible Action on 2014 – 2015 Budget
13. Discussion and Possible Action on Lease Financing for Heavy Rescue Fire Apparatus
14. Citizens Comments
15. First Selectman's Report
16. Liaison Report
17. Executive Session to Discuss Negotiations with Clerical Union
18. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, December 19, 2013
Colchester Town Hall – 7:00 PM
Meeting Room 1

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2013 DEC 20 PM 3:07
NANCY A. BRAY
TOWN CLERK

MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla and Selectman Mike Caplet
OTHERS PRESENT: Maggie Cosgrove, Jim Paggioli, Jim Ford, Cindy Praisner, Jeff Mathieu, Ron Goldstein, Adam Turner, Art Shilosky, Walter Cox, Don Lee, Nancy Bray, Dot Mrowka, Civic Students and other citizens.

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:00 p.m.
First Selectman G. Schuster presented Jim Ford with a plaque from the Town of Colchester in recognition of his many years of service.
2. **Additions to the Agenda**
None
3. **Approve Minutes of the December 5, 2013 Regular Board of Selectmen Meeting**
R. Coyle moved to approve the Regular Board of Selectmen Meeting minutes of December 5, 2013 as presented, seconded by M. Caplet. All members voted in favor. MOTION CARRIED.
4. **Approve Minutes of the December 11, 2013 Special Tri-Board Meeting**
R. Coyle moved to approve the Special Tri-Board Meeting minutes of December 11, 2013 as presented, seconded by M. Caplet. Abstentions: S. Soby. All other members voted in favor. MOTION CARRIED.
5. **Citizen's Comments**
None
6. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
 - a. **Ethics Commission – John A. Dilorio to be Interviewed**
John A. Dilorio was interviewed.
 - b. **Economic Development Commission – William Curran to be Interviewed**
William Curran was interviewed.
 - c. **Park and Recreation Commission – Lynette Dimock to be Re-Appointed for a Four Year Term to Expire 11/1/2017**
R. Coyle moved to reappoint Lynette Dimock as a member of the Park and Recreation Commission for a four year term to expire 11/1/2017, seconded by D. Mizla. Unanimously approved. MOTION CARRIED
 - d. **Zoning Board of Appeals – Michael Solis to be Re-Appointed for a Five Year Term to Expire 12/31/2018**
S. Soby moved to reappoint Michael Solis as a member of the Zoning Board of Appeals for a five year term to expire 12/31/2018, seconded by R. Coyle. Unanimously approved. MOTION CARRIED
 - e. **Blight Task Force**
D. Mizla moved to appoint William Belch Jr., Maria Colacicco, James Forristall, Alan Harrison, Nathaniel Shiff and Ron Silberman as members of the Blight Task Force, seconded by R. Coyle. Concerns were discussed.

D. Mizla modified her motion to appoint William Belch Jr., Maria Colacicco, James Forristall, Alan Harrison and Ron Silberman to the Blight Task Force, seconded by R. Coyle. Unanimously approved. MOTION CARRIED

7. Budget Transfers

S. Soby moved to approve the budget transfer of \$5,500 from "Other Purchased Supplies (13201-42340)," to \$5,500 "Professional Services (13201-44208)," seconded by M. Caplet. Unanimously approved. MOTION CARRIED.

First Selectman Schuster stated there was a budget transfer for a supplemental appropriation for funding the Fire Department Ambulance Incentive Program for \$48,000 that was presented to the Board of Finance a few weeks ago. The Board of Finance wanted to wait for the Board of Selectmen to act which was approved at their last meeting. The budget transfer went before the Board of Finance last night and they motioned to postpone the budget transfer for \$48,000 due to further questions they had. The Board of Finance did motion to appropriate \$8,000 out of fund balance to carry the incentive program into January; the motion was then amended to appropriate \$5,500 out of fund balance to carry the incentive program for one month. The First Selectman stated after reviewing the motions made by the Board of Finance, legal questions came up. R. Coyle moved that the Board of Selectmen approve the appropriation from General Fund unassigned fund balance to Fire Department Contractual, Temporary, Occasional Payroll in the amount of \$5,500 for the Ambulance Incentive Program, seconded by M. Caplet. Unanimously approved. MOTION CARRIED. First Selectman Schuster stated he will contact the Board of Finance members to expedite their part in this process to approve the \$5,500 before the end of the calendar year to make sure it is legal.

8. Tax Refunds & Rebates

S. Soby moved to approve tax refunds in the amount of \$11.69 to Robert Kelly, \$95.06 to Lori Ceccarelli, seconded by M. Caplet. Unanimously approved. MOTION CARRIED.

9. Discussion and Possible Action on the Collaborative for Colchester's Children

C. Praisner, Early Childhood Coordinator, gave a presentation that included the following:

- What Readiness Looks Like
- The need to invest and help children in the early years
- How investment in people is made
- What C3 is doing
- C3 Financial Sustainability

C. Praisner also gave an overview of what has been received through the Discovery Grant and what will be offered in the future, the projected budget for next year and the solutions they are pursuing.

10. Discussion and Possible Action on Alcohol Waiver for Library Board of Trustees

Mary-Ellen Mahoney, Chairman of the Board of Trustees, stated they are planning a reception at the library on January 7, 2014 from 7pm to 9pm in recognition of their volunteers and donors of the Giving Circle and would like to serve alcohol. Discussion was had. The board members came to the consensus that the waiver should not be granted due to the precedent and liability.

11. Discussion and Possible Action on Elected Officials Salary Increase

First Selectman Schuster recused himself and turned the chair over to Selectman S. Soby. M. Cosgrove distributed the Elected Officials salary increase history chart for the board member's review. Selectman Soby stated he would like the board members to review and come to the next meeting with recommendations. Selectman Soby turned the chair back to First Selectman Schuster.

12. Discussion and Possible Action to Authorize the First Selectman to enter into a Contract with SEER to perform a site analysis for a YMCA Site

Board members all received the complete contract for SEER to perform a site analysis for a YMCA site. Discussion was had. S. Soby moved to approve the elimination of the second sentence "We anticipate that the CLIENT Data will include, at a minimum, the names and addresses of your companies covered, and employees and dependents of companies covered, as well as transactions associated with companies and employees" under 1.2 and the clause "or its companies covered, employees and dependents of companies covered, and program participants excluding the CLIENT Data that you provide to us" under 1.4, and giving authorization to First Selectman Schuster to sign all necessary documents, seconded by M. Caplet. Unanimously approved. MOTION CARRIED.

13. Discussion and Possible Action to Approve Paving of Pathway on the Lebanon Avenue Row

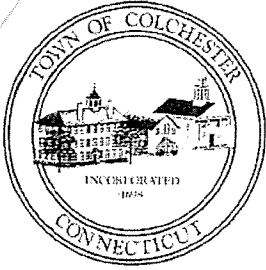
First Selectman Schuster stated they came in under budget on the streetscape project and therefore the town wished to explore putting in a paved sidewalk on this portion of the green which at times is impassable. J. Paggioli gave an overview of the material they would like to use to complete this portion of the sidewalk that would meet ADA requirements. R. Coyle suggested the Historical Society be made aware of this.

14. **Discussion and Possible Action on Youth Center Maintenance**
Discussion was had regarding the deficiencies of the Youth Center building, the fire code violations and cost of the work that will be required to get the building to code. First Selectman Schuster stated there are funds available in capital reserve for addressing this.
15. **Discussion and Possible Action on Selectman's Operating Committee**
First Selectman stated there is a \$16,000 deficit that the Trustees have caused by Old Bacon, the Senior Center and Day Hall and the question proposed is how and who will pay for this deficit. Discussion was had. S. Soby moved to put a place holder in the budget forwarded to the Board of Finance in the amount of \$16,000 for payment to Bacon Academy, Board of trustees for the use of the Senior Center, seconded by M. Caplet. Unanimously approved. MOTION CARRIED.
16. **Discussion and Possible Action on Senior Center or Senior/Community Center Options**
First Selectman Schuster stated after reading the surveys and feedback he has received from citizens there are numerous options for a location for the Senior Center. Discussion was had and the consensus of the board members was to get the building committee launched first and then continue to have discussions regarding the Senior/Community Center options.
17. **Discussion and Possible Action on 2014 -2015 Budget**
None
18. **Citizen's Comments**
None
19. **First Selectman's Report**
First Selectman gave the board members an overview of the town's involvement with MIRMA. Discussion was had and the consensus was the town should end all involvement with MIRMA if possible.
20. **Liaison Report**
R. Coyle reported she attended the swearing in ceremony at the Fire Department, S. Soby reported he attended the Agricultural Commission where a presentation was made by the student members of the Board of Education regarding the possibility of free meal options in the cafeteria and commission members commented around the PODC process, M. Caplet attended the end of the Sewer & Water Commission meeting who are losing another member and will be down to 4 active members and the Board of Education meeting elected the same officers, a technology grant was awarded, performance reports on testing were received and WJMS did fantastic work and overall in the district there is no achievement gap, fluctuation in transportation and there are a number of retirements.

Board of Selectman members recessed at 9:46 p.m.
Board of Selectman members exited recess at 9:52
21. **Executive Session to Discuss Successor Agreement with Public Works Union**
M. Caplet moved to go into Executive Session to discuss successor agreement with Public Works Union and invite Public Works Director Jim Paggioli, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Entered into executive session at 9:53 p.m.
Board of Selectman members exited from executive session at 10:27 p.m.
22. **Discussion and Possible Action on Successor Agreement with Public Works Union**
The board took no action.
23. **Discussion and Possible Action on Public Works Job Descriptions**
The board took no action.
24. **Adjourn**
M. Caplet moved to adjourn at 10:28 p.m., seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,
Gina Santos, Clerk



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415
BLIGHT COMMISSION APPLICATION

DATE: Nov 4 2013

BOARDS & COMMISSIONS APPLICATION

Name: Carl E. Swanback

Address: 66 Davidson Road Colchester, CT. 06415

Home Phone: 860-537-1739 Email Cswanback@hotmail.com FAX: _____

Work Phone: _____ Email _____ Town Residency 13 Years

Party Affiliation: Democrat Republican Unaffiliated (circle one)

Commission or Board you are interested in serving on: Blight Commission/Task Force

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: Cheney Tech - Electronic Technology

College: Manchester Community College, Univ San Moritz at Munich, GMIC Glenn Abby Canada

Trade, Business Or Correspondence School Business Management, Property Management and Landscaping

CONTINUED ON REVERSE SIDE

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

Relevant Exp:

Owner - landscaping and property management company

General Contractor - residential and commercial

Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes

Why are you interested in serving? Having lived and worked all over the world I have seen first hand the affect that both overreaching blight ordinances and no ordinances have on property values, crime, financial impact, tax base, community and community development. As such, my background, on both sides of the fence, combined with neutral political ties affords me a unique perspective and the knowledge to make decisions that address every aspect from curb appeal to healthy plant maintainance to structural integrity.

Do you have any experience or familiarity with this area? Yes, inc with the US military abroad.

I have an understanding of : CGS section 22-3b, CGS 8-169 while toeing the line between humanistic/community understanding and the real need for ordinances that will restore home value and maintain tax base.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? Yes, I still have great interest in helping out or heading the historical society given that I am related to all three founders, Bacon, Buckeley and other historical figures.

Date: _____

Signature: _____

Colchester Blight Ordinance

ENABLING LEGISLATION

Under CGS § 7-148, municipalities can adopt ordinance to prevent housing blight and impose fines of between \$ 10 and \$ 100 for each day that a violation continues. The ordinance can include regulations reducing assessments, so long as the regulations define housing blight. Municipalities also can adopt more generic ordinances under this section, such as public health and sanitary ordinances.

Under CGS § 7-148aa, any unpaid fine imposed by a municipality under a blight ordinance is a lien on the property against which the fine was imposed. Such liens take precedence over all other liens and other encumbrances, except taxes, filed after July 1, 1997.

Sec. 1. Purpose and Scope of Provisions

The purpose of this Ordinance is to define, prohibit and abate blights and nuisances and to protect, preserve, and promote public health, safety, welfare and community; and to preserve and protect property values and town tax base. The existence of such properties adversely affects the economic well being of the Town and is detrimental to the health, safety, and welfare of its residents. This ordinance is sensitive to the private property rights of the citizens of Colchester and to extenuating circumstances due to age, disability, and owner's economic situations.

This Ordinance shall apply uniformly to the maintenance of all residential, nonresidential, and undeveloped premises now in existence or hereafter constructed, maintained, or modified but shall exclude: agricultural lands as defined in Section 22- 3(b) of the Connecticut General Statutes, land dedicated as public or semi-public open space or preserved in its natural state through conservation easements, or areas designated as inland wetlands and watercourses.

Sec. 2. Definitions

For the purpose of this writing, the following words, terms and phrases shall have the following meanings, unless the context clearly indicates otherwise:

Abandoned: In the case of a vacant building, this means that the property is in a physically deteriorating condition that is causing unsafe, unsanitary conditions and is nuisance to the public under applicable state and local laws. The occupants have vacated the premises and do not intend to return, which intention may be evidenced by the removal by the occupants or their agent of substantially all of their possessions and personal effects from the premises and either

- (1) An express statement by the occupants that they do not intend to occupy the premises after a specified date. or
- (2) Nonpayment of rent for more than two months in the case of a rental property, or
- (3) Residential housing is considered vacant for an extended period if 70% of its units have not been rented for 60 days. The standard for a nonresidential building is having 70% of its usable floor space unoccupied for this period.

Housing Blight - shall mean the condition of any structure or parcel of land upon which housing is located in which at least one of the following conditions exist:

1. It is in a condition which poses a serious threat to the safety, health, and general welfare of the community as determined by the Director of Health, Zoning Enforcement Officer, Fire Marshall or Building Inspector,
2. It is attracting illegal activity as documented by the Police Department.
3. a fire hazard as determined by the fire marshal or as documented in Fire Department reports;
4. It is not being maintained as evidenced by the existence of the following conditions: it is open to the elements, or has insect screens with tears or ragged edges, collapsing or

- missing walls, roofs, windows, doors or is unable to provide shelter, or serve the purpose for which it was constructed due to damage, dilapidation, decay, or severe animal infestation; the property in the public view is chronically neglected or abandoned.
5. It has material which is incapable of performing the function for which it is designed including, but not limited to: abandoned, discarded, or unused objects; equipment such as automobiles, boats, and recreation vehicles which are unregistered and missing parts, not complete in appearance and in an obvious state of disrepair; parts of automobiles, furniture, appliances, cans, boxes, scrap metal, tires, batteries, containers and garbage that are in the public view. Notwithstanding the foregoing, Housing Blight shall not include such temporary conditions, not to exceed six (6) months in duration, as may be reasonably related to the repair or restoration of a single boat, car, or RV owned by the property owner or his tenant.
 6. a factor that is seriously depreciating property values in the neighborhood; or
 7. a factor creating a substantial and unreasonable interference with the lawful use and enjoyment of other space within the premises or neighborhood.
 8. has uncorrected building or health code violations;
 9. contains unauthorized outside storage or accumulation of trash of any kind or parking for inoperable vehicles, boats, or other inoperable machinery on the property or the public right-of-way; or
 10. has been vandalized, or otherwise damaged to the extent that it is seriously depreciating property values in the

Blighted Property: A property whereon any of the following conditions and/or structures exists, including but not limited to vacant or abandoned properties or structures:

- a) Any structure which is in a state of dilapidation or decay; or is open to the elements; or unable to provide shelter, or serve the purpose for which it was constructed due to damage, dilapidation, or decay;
- b) Premises, occupied by a structure intended for human occupancy, in which grass, weeds, or similar vegetation (excluding flowers, fruits, and vegetables, and areas maintained in their original naturally wooded state, or a natural field state) is allowed to reach and remain at a height of twelve (12) inches or greater for a period of ten (10) days, or longer;
- c) Dead, decayed, diseased or damaged trees, or parts thereof, constituting a hazard or danger to adjacent premises or the occupants thereof or to public property or persons lawfully therein;
- d) Two or more unregistered motor vehicles in the public view, pursuant to Section 14-150a of the Connecticut General Statutes;
- e) Residentially zoned property with any combination of ten or more pieces of mechanical equipment stored on the premises and in the public view;
- f) Residential or commercially zoned property that has any of the following conditions:
 - 1) Premises containing accumulated debris, not including compost piles or piles of grass and/or brush which are not visible from a public right-of-way and do not otherwise constitute a public health or safety hazard; or
 - 2) Landscaping on any premises, including, but not limited to trees, shrubs, hedges, grass, and plants which physically hinder or interfere with the lawful use of abutting premises or block or interfere with the use of any public sidewalk and/or private street or right-of-way or any road sign,
- g) Any changes to premises / lot in preparation of constructions including, but not limited to; clearing, removal of top-soil, changes to natural drainage, installation of fences, power or signage where such property development has ceased for a period of 12 months or longer.
- h) Any commercial building designed to house a business that has been vacant for a period longer than 12 months or multiple periods of equaling 12 months over a 4 year period

Debris: Material which is incapable of immediately performing the function for which it was designed including, but not limited to abandoned, discarded, or unused objects, junk comprised of equipment such as automobiles, boats, and recreation vehicles which are unregistered and missing parts, not complete in appearance and in an obvious state of disrepair; parts of

automobiles, furniture, appliances, cans, boxes, scrap metal, tires, batteries, containers, and garbage which are in the public view.

Decay: A state of visible decomposition or rot

Dilapidated: shall mean partial ruin, decay or disrepair of property such that it would not qualify for a certificate of use and occupancy, or which is deemed unsafe or which is designated as unfit for habitation or occupancy as defined in the State Basic Building Code.

A partially occupied building is considered dilapidated if any dwelling unit does not meet Housing Code standards or if any non-residential space violates the blight standards.

Enforcement Officer: means the Town Manager or his/her designee(s) and/or the building code enforcement officer(s) or his/her designee(s) and/or Fire Chief or his/her designee(s) and/or Police Chief or his/her designee(s).

Legal Occupant: A person with the legal right to inhabit a building or portion thereof by virtue of ownership, lease or an owner's written consent

Mechanical equipment: Any apparatus designed to operate by an internal combustion engine, electrical motor or designed to be towed by any apparatus propelled by an internal combustion engine or otherwise

Natural field state: Areas where grass, weeds, and brush exist in their natural, unlandscaped state.

Naturally wooded state: Areas where trees and brush exist in their natural, unlandscaped state.

Neighborhood: shall mean an area of the town comprising premises or parcels of land any part of which is contiguous with any other parcel within the town.

Person: Any man, woman, corporation, or other legal entity capable of owning real property.

Premises: A platted lot or part thereof or unplatted lot or parcel of land or plot of land, either occupied or unoccupied by any dwelling or non-dwelling structure and includes any such building, accessory structure or other structure thereon, or any part thereof. The term "premises," where the context requires, shall be deemed to include any buildings, dwellings, parcels of land or other structures contained within the scope of this article.

Public view: Visible from any public right-of-way including adjacent premises.

Structure: Any building, dwelling, fence, swimming pool, or similarly constructed object.

Vacant: A building or portion thereof that is not actually inhabited by a legal occupant for a period of sixty (30) days or longer unless otherwise stated. VBR (Vacant Building Ordinance) ordinance requires owner(s) of residential and commercial property left vacant for 30 days or more to register the property with the town of Colchester and take steps toward assuring the property is secure, properly maintained and not creating a blight. The following are exempt from this requirement: The following properties are exempt from the VBR requirements:

- A property currently in foreclosure. Note: Properties which have cleared the foreclosure process or in which the bank has changed or restricted access to the listed owner are not exempt.
- A property that is undergoing an active renovation or rehabilitation and all required permits have been obtained.
- A property that is vacant as a result of a natural .
- A residential single family home or owner-occupied 2-family property that has been used as a residence by the owner for a period of at least 3 months within the previous 9 months and the owner intends to resume residing at the property.

- Residential condominium and rental units in buildings whose vacancy rate does not exceed 55%.

Sec. 3. Public Nuisance Ordinance

It is hereby declared a public nuisance for any person owning, leasing, occupying or having charge or possession of any premises in the Town of Colchester to maintain such premises or any public right-of-way abutting said premises as a blighted property.

Sec. 4. Minimum Standards

Nothing in this ordinance shall be construed to prevent the enforcement of other statutes, codes, ordinances or regulations which prescribe standards other than are provided in this ordinance. Additionally, nothing in this ordinance shall limit the power and authority of the Town Building Inspector, the Zoning Enforcement Officer, the Planning and Zoning Commission, the Fire Marshall or the Director of Health to enforce their respective regulations.

In any case where a provision of this ordinance is found to be in conflict with a provision of any zoning, building, fire, safety or health ordinance, regulation or other code of the Town or State, the provision which establishes the higher standard for the promotion and protection of the health and safety, and property values of the people shall prevail.

This ordinance shall not be intended to affect violations of any other ordinances, codes or regulations whether existing prior to or subsequent to the effective date of this ordinance. Such violations shall be governed by and shall continue to be subject to enforcement under the provisions of such ordinances, codes or regulations in effect at the time the violation occurred, and/or by enforcement of this ordinance, as may be appropriate.

Sec. 5. Responsibility for Compliance

The owner, lessee, or occupant of premises subject to this ordinance, including the agents thereof, shall be jointly and severally obligated to comply with the provisions of this ordinance. Whenever the person, as herein defined, is a corporation or other legal entity, the officers thereof shall be jointly and severally responsible with that corporation or other legal entity.

Sec 6 Special Consideration.

Special consideration may be given to individuals that are disabled, elderly, or low income in the Town's effort to correct housing blight. If an individual cannot maintain a reasonable level of upkeep of his owner-occupied residence because the individual is disabled, elderly or low income, and no capable person resides in the residence, the town may give the person a reasonable amount of time to correct the problem, the duration of which shall be in the discretion of the Blight Enforcement Officer. If needed, assistance in finding solutions will be offered by the Town.

Capable Individual shall mean a person that can be reasonably expected to perform maintenance and yard work around a property or premises. This shall include children above sixteen (16) years of age, without a physical or mental disability as defined herein and all commercial or bank owned property.

Disabled Individual shall mean, in the case of an owner occupied residence, an individual who has a disability meeting the definitions for the mental or physical disability as defined under the Americans with Disabilities Act of 1990, and does not have a household member capable of providing the necessary maintenance.

Elderly Individual shall mean an individual over the age of sixty-five (60), who do not have a household member capable of providing the necessary maintenance.

Low Income Individual shall mean, in the case of an owner occupied residence, an individual, or where more than one person resides in the premises, a family unit, that has an income below the highest level of "qualifying income" established by Conn. Gen. Statute Section 12-170d(a)(3).

Sec. 7. Enforcement

The Blight Enforcement Officer is empowered to issue citations for any violation of this ordinance by leaving a copy of such citation form with the owner of the housing property or by affixing same to the premises. He shall also send a copy of the form by certified mail, return receipt requested to the owner of the property.

The citation form shall contain the following information.

- ✓ The address of the affected property.
- ✓ The exact nature of the violation.
- ✓ The time allowed for corrective action (not to exceed 60 days).
- ✓ The penalty for continued violation of this ordinance.
- ✓ The availability of a hearing procedure before the Blight Appeals Committee pursuant to Conn. Gen. Statute Section 7-152c.

Unpaid fines are subject to a lien on the property. However, the anti-blight officer, with the written approval of the chairperson of the Anti-Blight Committee, may waive and release the fines penalties and liens in if the city acquires the property or sells it to a buyer who has the financial ability and the intention to immediately rehabilitate the property. The officer may also hold all fines and liens in abeyance until all rehabilitation is completed. In addition to all other legal remedies authorized by law and this ordinance, the Town Manager or Enforcement Officer is further authorized to enter vacant or abandoned premises during normal business hours for the purpose of remediation the blight condition(s). In no event, shall the Town Manager or Enforcement Officer enter a dwelling house or structure on such property without the prior written consent of the owner. In addition, the anti-blight officer may take the steps needed to acquire blighted properties that the building official has been certified as abandoned under CGS § 8-169(o), et seq.

Sec. 8: Initiation of Legal Proceedings

In addition to the citation process described herein, the Director of Health is authorized to initiate legal proceedings in the Superior Court for the immediate correction of the violation(s), collection of any penalties, and the recovery of all costs including cost of remedial action(s) authorized by the court and reasonable attorney's fees incurred by the Town of Colchester to enforce this ordinance

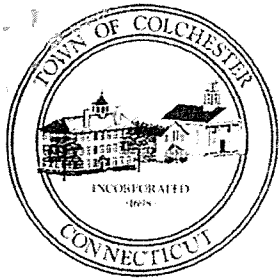
Sec. 9: Hearing Procedure for Citations.

1) The Town hereby specifically adopts the provisions of Connecticut General Statutes Section 7-152c for the establishment of a citation hearing process for alleged violations of this Ordinance.

Sec. 10. Penalties

- 1) Each violation of this ordinance shall be considered a separate municipal offense.
- 2) Each day any violation continues shall constitute a separate offense.
- 3) Each separate offense under this ordinance shall be punishable by a fine of one hundred dollars (\$100.00) payable to the Town of Colchester.
- 4) VBR - Each vacant building registration certificate shall be issued and shall be valid for 6 months from the date the certificate is issued. There is no fee for the first 6 month registration period. If the building remains vacant longer than 6 months, the owner must renew their vacant building registration and pay a renewal fee of \$253.50*. Each subsequent registration renewal will cost: Residential - \$253.50* Commercial – to 10% of the mill rate, provided the owner has properly maintained the property and there are no outstanding code violations. Properties with outstanding code violations will be subject to an escalating renewal fee of: residential \$507* and commercial to 45% of the mill rate. Registration fees for properties in violation of the requirements of this ordinance at subsequent renewals will be charged a fee in increasing increments of \$253.50 up to \$1014*. Vacant building inspection fees shall be charged against the real estate and shall be assessed and collected as a special charge.

()=Fee includes a 1.4% training and technology surcharge.*



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 12/1/2013

BOARDS & COMMISSIONS APPLICATION

Name: William Curran

Address: 3 Granite Court Colchester, CT. 06415

Home Phone: 860-531-9424 Email Leverwjc@comcast.net FAX: _____

Work Phone: _____ Email _____ Town Residency 4 Years

Party Affiliation: Democrat Republican Unaffiliated (circle one)

Commission or Board you are interested in serving on: Economic Development Commission

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: Norwich Free Academy, Norwich, Conn., 4 years, College Prep Math/Science - 1969

College: Thames Valley State Technical, Norwich, CT, AS Data Processing

Central Connecticut State University, BS Management

Central Connecticut State University, MS Industrial Technology-Lean Systems

Trade, Business _____
Or Correspondence _____

School _____

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

TW Metals, Agawam, MA. Eastern Regional Process Improvement Manager (present)

Advance Mold & Mfg/Vision Technical Molding, Manchester, CT, Director Continuous Improvement

WJCurran Consulting, Manchester, Ct, Owner/Management Consultant

The Leverage Company, Greenwich, Ct, Parter/Management Consultant

Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes

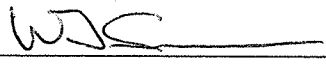
Why are you interested in serving? Appointed to Fire Department Task Force July, 2013. Then appointed to Board of Finance Sept, 2013. Ran for office November 2013 but lost by 50 votes. I believe that a strong, viable way to reduce the tax burden on our tax payers is not to make drastic, sweeping cuts in town government (the numbers are just not there), but to increase the Grand List by attracting new, high value adding taxpayers to the Grand List who don't place additional burdens on town services, such as Tractor Supply et al.

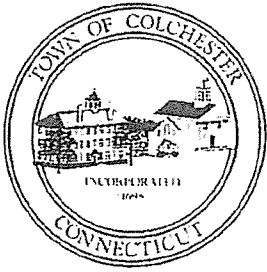
Do you have any experience or familiarity with this area? Yes. A business owner and consultant for over 30 years.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? Yes.

Date: 12/1/2013

Signature: 



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: December 20, 2013

BOARDS & COMMISSIONS APPLICATION

Name: James W. Ford

Address: 176 Bulkeley Hill Rd Colchester, CT. 06415

Home Phone: 860 537-6788 Email ford_james_w@sbcglobal.net FAX: _____

Work Phone: 860 575-1918 Email jford@beta-inc.com Town Residency 18 Years

Party Affiliation: Democrat Republican Unaffiliated (circle one)

Commission or Board you are interested in serving on: Economic Development Commission

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: Naugatuck High, Naugatuck CT College course, Graduated 1064

College: UConn School of Engineering, Storrs, CT BSCE (Civil Eng), 1968

UConn Graduate School, Storrs, CT MSE (Civil Engr), 1973

Trade, Business _____

Or Correspondence _____

School _____

CONTINUED ON REVERSE SIDE

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

ConnDOT 1968-1971 Wethersfield, CT Engineer Intern - Left for Better offer

Storch Engineers 1971-1978 Hartford CT Project Engineer/Mgr - Opportunity in Stamford Dept Head

City of Stamford 1978 - 1985 Traffic Engineer, Director of Traffic and Parking - Advancement Opport.

Storch Engineers 1985 - 1995 Senior Project Mgr, Partner, Advancement Opportunity

Earth Tech, Inc. 1995- 2008 Glastonbury, CT Sr. Program Director - Company acquired

Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes

Why are you interested in serving? My work history has allowed me to be involved in many municipal development projects and efforts. I have an understanding of the issues and opportunities that will be needed for Colchester to compete successfully in the new world of development now that the 2007 recession is behind us. I am familiar with DECD and Transportation agencies which will be the primary source of grant opportunities. I have also worked with many innovative development plans used by the public sector to acheive projects without relying on tax dollars.

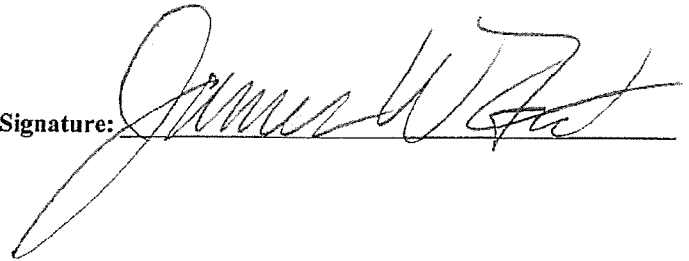
Do you have any experience or familiarity with this area? Please see above. I believe that my work history will bring to the EDC some opportunities to achieve success more rapidly. In particular this work experience offers much vision which I believe is important to succeed in what is a very competitive environment. I hope to leverage this experience to the benefit of Colchester.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? Possibly depending on the board or commission.

Date: 12/20/2013

Signature:



Professional Overview

Mr. Ford has over 44 years of extensive experience in transportation engineering and planning, traffic and pedestrian operations, parking analysis and operation, traffic signal systems studies and designs, Intelligent Transportation Systems Projects (ITS), Traffic Calming, Context Sensitive Solutions Projects (CSS or CSD), corridor studies, demand modeling, traffic impact studies, site development, and highway design. He has completed designs and innovative solutions to community traffic and transportation problems. He has worked with community groups and agencies and was responsible for project presentations and testimony before public agencies for many projects. His software experience includes HCS, SYNCHRO, TSWIN, Microsoft Office including Project.

Transportation/Traffic Engineering

Stillwater Road Reconstruction – Stamford, CT

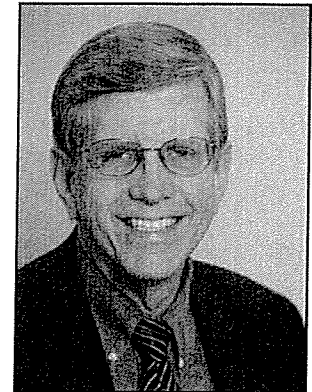
- Engineer in Responsible charge for development of \$3.0 million roadway construction project on busy suburban arterial.
- Project involved development of roadway reconstruction plans, pavement evaluation and traffic engineering applications for the project.

Harbor Point Development Program – Stamford, CT

- Project manager of Transportation studies support development the Harbor Point, Yale and Towne, and Gateway Projects the south end of Stamford.
- Work involved detailed analysis of traffic generation, modal splits, Modeling and traffic projections for a project involving 4000 residential units, two hotels, 2.0 Million SF of commercial, office and retail development on approximately 80 acres.
- Project required original national research on trip generation rates and coordination with the Department of Transportation to justify changing trip patterns in congested urban settings
- Project responsibilities involved not only traffic engineering but environmental studies to access funding sources, including development of applications for several grants on behalf of the City to reduce local implementation costs.
- Permits were sought and received from State Traffic Commission, Environmental Agencies, including approval of a NEPA assessment of the historical impacts of the project.

Statewide Sign Management System Project – ConnDOT

- Currently serving as Project Manager for Statewide Sign Management system project. This project will involve complete inventory of the state's highways for locating and documenting signs installed.
- Work Items include – Preliminary Engineering Studies with Best Practice Review
- Assessment of State Forces needs and procedures in maintenance of signs.
- Review of available sign management systems and software.
- Development of System requirements and database design
- Inventory of 3800 miles of State Highway and ramps
- Implementation of Maintenance System and Training for deployed system.



Listed for the following Prequalification Categories:

Facility Design (All Modal Building/Vertical Structures)
Highway Design
Modal Transportation Planning Studies
Traffic and Safety Engineering

Primary Discipline

Transportation

Experience

- Total: 45 Yrs - w/ BETA: 5 Yrs

Education

- BS, Civil Engineering, University of Connecticut, Storrs (1968)
- MS, Traffic and Transportation, University of Connecticut, Storrs (1973)

Registrations

- Professional Engineer: CT #8898, FL #62151, VT #7807, NY #67575, NJ #20074, RI #5255, MA #34279

Quinebaug Regional Technical Park Feasibility Study, Putnam, CT

- Project Manager for study to examine regional feasibility of development of 12 lot Technical Park in North Eastern Connecticut Community.
- Developed regional demand analysis using population, business trends and competing facilities analysis.
- Assess access to site and development constraints using GIS and demographic data
- Prepared conceptual plans and development costs.
- Modeled regional Economic Development district and financial build-out plan for the project. Development projected to contain 1.0 million Square feet of technical park, \$15.0 million in infrastructure and create 1200 permanent jobs.
- Support local referendum efforts and provide reports to obtain additional funding.

Salisbury, Connecticut Village Main Street and Academy Street projects

- Project Manager for design of improvements to Main Street and Academy Street in the village of Salisbury, Ct.
- Project involved initial studies to justify funding, public presentations and preparation of funding applications.
- Completed in phases this project has resulted in over \$750,000. of sidewalk and curbing improvements.
- Services provided included quick reaction project plan preparation to accommodate ARRA funding opportunities
- Plan was coordinated with overall pedestrian access and economic development plans for the Salisbury Village Downtown area.

Building and Land Technology, Inc., Glover Avenue Property Acquisition Studies - Norwalk, CT

- Project manager for researching and developing an acquisition map and plan for a state-owned property, coordination with Connecticut DOT on plans for future ramp construction, and evaluation of means to provide for that future event while achieving release of excess lands needed.
- The client is planning to expand projects in this area and seeks a release plan that will be favorably reviewed by DOT staff.

Georgetown Land Development Company, North Main Street Roadway and Traffic Improvements - Redding, CT

- Project manager for final design of traffic improvements required by the state in connection with a State Traffic Commission permit for redevelopment of the Gilbert and Bennett Mill site.
- Managing design for one mile of roadway widening and four traffic signals, assistance with permitting, and resolution of comments and concerns of the permitting agencies to enable development of a brownfield site.

Professional Affiliations

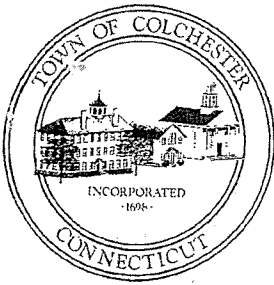
- Institute of Transportation Engineers (Fellow), American Arbitration Association, ACEC Connecticut Government and Legislative Committee, ACEC Connecticut Board of Directors

Municipal and Civic Services

- Chairman, Cromwell (Connecticut) Planning Commission, Chairman, Cromwell Inland Wetlands Agency, Member, Midstate Regional Planning Agency, Member, Long Island Association Transportation Committee, Chairman, Colchester (Connecticut) Planning and Zoning Commission, Secretary Southeastern Connecticut Regional Planning Commission , Member Board of Selectmen Town of Colchester

Publications

- Analyzing TOD Transportation Impacts in Suburban Area. 2009 Savannah Technical Exhibit and Conference, Institute of Transportation Engineers, James E. Ford
- A Traffic Calming Toolbox, A Resource developed for the Southwestern Region of Connecticut, 1998, James W. Ford, Tanya Court and Susan Prosi.
- Improving Incident Management in Southwestern Connecticut, A Diversion Signing Concept, 1999 James W. Ford
- Modeling in a University Environment, The UCONN TMODEL Experience, 2001, James W. Ford and Jeffery Maxtutis
- Malfunction Junction – Vermont Arterial Traffic Calming, 2000, James W. Ford and Gary DuBray
- Safety Aspects of Traffic Signal Design, Public Works Magazine, 1974 James W. Ford and Rajendra Jain



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 12/2/2013

BOARDS & COMMISSIONS APPLICATION

Name: John A. Di Iorio
Address: 8 Farmwood Dr. Colchester, CT. 06415
Home Phone: 860 537 8213 Email jandcdiiorio@comcast.net FAX: _____
Work Phone: _____ Email _____ Town Residency 12 1/2 Years

Party Affiliation: Democrat Republican Unaffiliated (circle one)

Commission or Board you are interested in serving on: Ethics Commission

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: Lawrence H.S., Lawrence, N.Y. graduated w/honors 1963

College: Union College, Schectady, NY 1969 B.S. in Sciences
American Int'l. College, Springfield, MA 1972 M.S. in Teaching
UMass, Amherst, MA 1991 Ed.D.

Trade, Business _____
Or Correspondence _____
School _____

CONTINUED ON REVERSE SIDE

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

1968-1992 Greenfield Public Schools (MA) Teacher
1992-2000 Hedyard Public Schools (CT) Asst. Principal
2000-2009 South Windsor Public Schools (CT) Asst. Principal + Principal
2009-2013 Griswold Public Schools (CT) Curriculum Director,
Acting Superintendent

Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes

Why are you interested in serving? I am looking for ways to "give back" to my community and have a special interest in the study of ethics.

Do you have any experience or familiarity with this area? I have lived + worked in Eastern CT for 21 years - 13 in Colchester. I have a good knowledge of public service law and a good understanding of local, state, + federal government.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? Yes - Youth Services; Aging.

Date: 12/2/2013

Signature: J. A. D. [Signature]

John A. DiIorio, Ed.D.
8 Farmwood Dr.
Colchester, CT 06415
jandcdiiorio@comcast.net

December 2, 2013

Gregg Shuster, First Selectman
Town of Colchester
Colchester, CT 06415

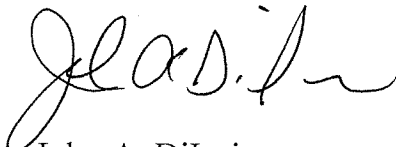
Dear Mr. Shuster,

Please accept this letter as my expression of interest in serving on the Colchester Ethics Commission. I am a recently retired public school education who has served at virtually every level of public school systems, from teacher to superintendent. I also served on municipal boards in Conway, Massachusetts, including chairman of the board of Health and the Conway Cable Commission.

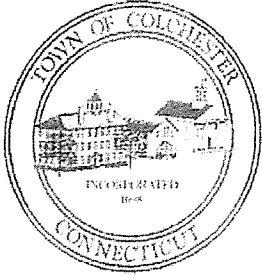
I believe that my professional and public service experience as well as my strong commitment and reputation for highly ethical behavior make me well suited for the position.

I would be happy to provide the Selectmen with any additional information or to meet with you in person to discuss my qualifications.

Sincerely yours,



John A. DiIorio



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: January 6, 2014

BOARDS & COMMISSIONS APPLICATION

Name: Thomas Hochdorfer

Address: 302 Chestnut Hill Road Colchester, CT. 06415

Home Phone: 8605376248 Email THochdorfer@lbgct.com FAX: 8606780606

Work Phone: 8606780404 Email _____ Town Residency 26 Years

Party Affiliation: Democrat Republican Unaffiliated (circle one)

Commission or Board you are interested in serving on: Sewer and Water Commission

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: Bacon Academy Class of 1999.

College: University of Connecticut, Storrs, Class of 2003. Bachelor of Science in Environmental Sciences.

Trade, Business
Or Correspondence
School

CONTINUED ON REVERSE SIDE

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

Senior Hydrogeologist at Leggette, Brashears & Graham, Inc. - 6 Executive Drive Suite 109 Farmington, CT - 10 years

Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes

Why are you interested in serving? Interested in helping the Town.

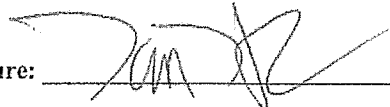
Do you have any experience or familiarity with this area? Yes, have worked on many water supply and water treatment projects.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? Conservation Commission, Planning and Zoning Commission

Date: January 6, 2014

Signature: _____



Sylvia Miller

From: James Paggioli
Sent: Tuesday, December 31, 2013 10:37 AM
To: Sylvia Miller
Subject: FW: Emailing: A-December 13, N-Dec 2013, Copy of Water Sewer Revenue-Cash 13-14, 13-14 SEWER BUDGET 2403207, 13-14 WATER BUDGET 4003210, november reports, M-Oct 2013

Follow Up Flag: Follow up
Flag Status: Flagged

RECEIVED
COLCHESTER, CT
2014 JAN 14 AM 9:57
Nancy A. Bray
NANCY A. BRAY
TOWN CLERK

FYI

-----Original Message-----

From: Robert Jones [mailto:mmcss690@gmail.com]
Sent: Tuesday, December 31, 2013 10:37 AM
To: James Paggioli
Subject: Re: Emailing: A-December 13, N-Dec 2013, Copy of Water Sewer Revenue-Cash 13-14, 13-14 SEWER BUDGET 2403207, 13-14 WATER BUDGET 4003210, november reports, M-Oct 2013

Jim,

Please accept my resignation from the Sewer and Water Commission effective January 1, 2014. Thank you for allowing me to be a part of a great town commission!

Sent from my iPhone

- > On Dec 9, 2013, at 21:08, "James Paggioli" <JPaggioli@colchesterct.gov> wrote:
- >
- > <<A-December 13.doc>> A1 <<N-Dec 2013.doc>> 1, <<Copy of Water Sewer
- > Revenue-Cash 13-14.xls>>
- > <<13-14 SEWER BUDGET 2403207.xls>> In <<13-14 WATER BUDGET
- > 4003210.xls>> fo <<november reports.pdf>> rm <<M-Oct 2013.doc>> ation
- > for the December Sewer and Water Commission Regular meeting.
- > Please contact Liz if you can not attend. We do have one issue that
- > will require a motion or decision.
- > Thanks
- > Jim
- >
- >
- >
- >
- > The message is ready to be sent with the following file or link
- > attachments:
- >
- > A-December 13
- > N-Dec 2013
- > Copy of Water Sewer Revenue-Cash 13-14
- > 13-14 SEWER BUDGET 2403207
- > 13-14 WATER BUDGET 4003210
- > november reports
- > M-Oct 2013
- >
- >
- > Note: To protect against computer viruses, e-mail programs may prevent



- > sending or receiving certain types of file attachments. Check your
- > e-mail security settings to determine how attachments are handled.
- > <A-December 13.doc>
- > <N-Dec 2013.doc>
- > <Copy of Water Sewer Revenue-Cash 13-14.xls>
- > <13-14 SEWER BUDGET 2403207.xls>
- > <13-14 WATER BUDGET 4003210.xls>
- > <november reports.pdf>
- > <M-Oct 2013.doc>

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

Department:

Reason for Request:

Reason for Available Funds:


From:

| Account Number | Account Name | Amount |
|----------------|-------------------------------|--------|
| 11501-40101 | Town Clerk - Regular Salaries | 5,367 |
| | | |
| | | |

To:

| | | |
|-------------|------------------------------|-------|
| 11304-40101 | Assessor - Regular Salaries | 4,661 |
| 11304-41230 | Assessor - FICA & Retirement | 706 |
| | | |

Date Requested


 Department Director or Supervisor - Signature

Print Name

Date Reviewed


 Chief Financial Officer

Date Approved


 First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Memorandum

To: Gregg Schuster, First Selectman

From: John Chaponis, Assessor

Date: November 18, 2013

Re: Rochelle Lambert, CCMA

In follow-up to our verbal discussion, Rochelle Lambert has passed the State of Connecticut, Certified Connecticut Municipal Assessor examination and is now a Certified Connecticut Municipal Assessor (CCMA). This accomplishment required the successful completion of four courses in real estate appraisal and municipal assessment at the University of Connecticut as well as passing the six (6) hour comprehensive written examination. Last year eleven (11) people took this exam and only two (2) passed. This is a very impressive accomplishment.

Rochelle was hired in the Assistant to Assessor title and historically, whenever the Assistant to Assessor, Assistant to Town Clerk, or Assistant to the Tax Collector successfully passed their state certification exam, they, immediately and automatically, are bumped to the Assistant Assessor, Assistant Town Clerk, and Assistant Tax Collector job title.

There has never been an instance in any of these three offices where an employee passed their state certification exam and did not receive the job title change.



APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, 2012 ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

| APPLICANT INFORMATION | |
|-------------------------|---|
| NAME: | ARI Fleet LT |
| MAILING ADDRESS: | 4001 Leadenhall Rd, Mt. Laurel, NJ 08054-4611 |
| BILL NO: | 2012-3-50433 |
| BILL NO: | |
| BILL NO: | |
| BILL NO: | |
| REASON FOR APPLICATION: | Sold 4/13 |

| AMOUNTS FOR REFUND | | | | | | | | |
|--------------------|-------------|-----------|----------|-----------|----------|-----------|------------|-----------|
| | Amount Paid | List Year | Due Date | Principal | Interest | Lien Fees | Amount Due | TOTAL |
| 7/17/13 | \$ 753.06 | 10/12 | 7/13 | \$ 439.06 | \$ | \$ | \$ 439.06 | \$ 314.00 |
| | \$ | | | \$ | \$ | \$ | \$ | \$ |
| | \$ | | | \$ | \$ | \$ | \$ | \$ |
| | \$ | | | \$ | \$ | \$ | \$ | \$ |

APPLICANT(S) SIGNATURE: *Boatman Bros - JR Accountant AR1*

OFFICE USE ONLY:

| Accounting Codes | | | |
|----------------------|-------------------------------------|--------------|-----------|
| Refund 11303 – 30111 | <input checked="" type="checkbox"/> | Current Levy | \$ 314.00 |
| Refund 11303 – 30112 | <input type="checkbox"/> | Prior Levy | \$ |
| Refund 11303 – 30113 | <input type="checkbox"/> | Interest | \$ |

Collectors Recommendation to the Governing Body
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

| | | | |
|--------------------------------|-----------|-----------------------------|----------|
| ABATEMENT OR REFUND | \$ 314.00 | APPLICATION SUBMITTED DATE: | 12/18/13 |
| TAX COLLECTOR: TRICIA COBLENTZ | | <i>Tricia Coblentz</i> | |

Governing Body Action Taken
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

| | | |
|---------------|-----------------------------|---------------------------|
| MEETING DATE: | ABATEMENT OR REFUND AMOUNT: | ACCOUNTING VENDOR NUMBER: |
|---------------|-----------------------------|---------------------------|

BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:

CLERK SIGNATURE:



2012030050433

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

AS OF 12/30/2013

BILL NO: 2012-03-0050433
 UNIQUE ID: 50453
 LINK # 2012-MV-0000261
 FILE#
 BANK:
 ESCROW:
 DISTRICT:
 PROP ASSESSED: 24,870
 EXEMPTIONS:
 COC CHANGE: -10,370
 COC #: 85276M
 EXEMPT Change:
 NET VALUE: 14,500
 MILL RATE: 30.2800

NAME: ARI FLEET LT
 C/O:
 ADDRESS: 4001 LEADENHALL ROAD
 ADDRESS2:
 CITY ST ZIP: MT LAUREL NJ 08054-4611
 COUNTRY:
 YR/MAKE/MDL: 2011 / CADI / SRX
 REG / CL / ID: 1 / 3GYFNDEY9BS591940
 ASSMNT CHANGE: -10,370
 TOWN BENEFIT
 REG# EXPR: 02/11/2013

*** BILLED ***
 INST1: TOWN 753.06
 INST2: 0.00
 INST3: 0.00
 INST4: 0.00
 ADJS: -314.00
 TOT TAX: 439.06
 TOTAL PAID: 753.06
 TOTALS: 753.06
 0.00
 0.00
 0.00
 -314.00
 439.06
 753.06

*** PAYMENTS ***

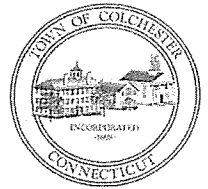
| TYPE | CYCLE | DATE | ADJ | TERM/BATCH/SEQ | INST | AMOUNT | INTEREST | LIENS | FEES | TOTALS |
|-----------------|-------|------------|--------|----------------|------|---------|----------|-------|------|--------|
| Adj | 6 | 12/16/2013 | 85276M | 69/93/1 | T | -314.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Pmt | 1 | 07/17/2013 | | 81/91/30 | T | 753.06 | 0.00 | 0.00 | 0.00 | 753.06 |
| TOTAL PAYMENTS: | | | | | | 753.06 | 0.00 | 0.00 | 0.00 | 753.06 |

TOTAL BALANCE DUE AS OF 12/30/2013

INT DUE:
 LIEN DUE:
 FEES DUE:
 TAX DUE NOW:
 TOT DUE NOW:
 BALANCE AMT:
 *** FLAGS ***

TOWN 0.00
 0.00
 0.00
 0.00
 -314.00
 -314.00
 -314.00
 Benefit Year: 0

Circuit Breaker Amt: 0
 Invalid Address Flag No
 Last Adjustment Reason DECREASE. MV SOLD APR. 13



APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2011** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

| APPLICANT INFORMATION | |
|-------------------------|---------------------------------------|
| NAME: | Regina or Daniel Anselmo |
| MAILING ADDRESS: | 25 Hickory Road, Colchester, CT 06415 |
| BILL NO: | 2011-3-50363 |
| BILL NO: | |
| BILL NO: | |
| BILL NO: | |
| REASON FOR APPLICATION: | Traded in 2/12 |

| AMOUNTS FOR REFUND | | | | | | | | |
|--------------------|-------------|-----------|----------|-----------|----------|-----------|------------|-----------|
| | Amount Paid | List Year | Due Date | Principal | Interest | Lien Fees | Amount Due | TOTAL |
| 4/10/13 | \$ 221.47 | 10/11 | 7/12 | \$ 82.08 | \$ 9.85 | \$ | \$ 91.93 | \$ 129.54 |
| | \$ | | | \$ | \$ | \$ | \$ | \$ |
| | \$ | | | \$ | \$ | \$ | \$ | \$ |
| | \$ | | | \$ | \$ | \$ | \$ | \$ |

APPLICANT(S) SIGNATURE: Regina Anselmo

OFFICE USE ONLY:

| Accounting Codes | | | |
|----------------------|-------------------------------------|--------------|-----------|
| Refund 11303 – 30111 | <input checked="" type="checkbox"/> | Current Levy | \$ 114.62 |
| Refund 11303 – 30112 | <input type="checkbox"/> | Prior Levy | \$ |
| Refund 11303 – 30113 | <input checked="" type="checkbox"/> | Interest | \$ 14.92 |

Collectors Recommendation to the Governing Body
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

| | | | |
|--------------------------------|-----------|-----------------------------|---------|
| ABATEMENT OR REFUND | \$ 129.54 | APPLICATION SUBMITTED DATE: | 4/22/13 |
| TAX COLLECTOR: TRICIA COBLENTZ | | <i>Tricia Coblentz</i> | |

Governing Body Action Taken
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

| | | |
|---|-----------------------------|---------------------------|
| MEETING DATE: | ABATEMENT OR REFUND AMOUNT: | ACCOUNTING VENDOR NUMBER: |
| BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE: | | |
| CLERK SIGNATURE: | | |



2011030050363

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

AS OF 12/30/2013

BILL NO: 2011-03-0050363
UNIQUE ID: 50037800
LINK # 2011-MV-0000224
FILE#

NAME: ANSELMO REGINA E OR
C/O: ANSELMO DANIEL A
ADDRESS: 25 HICKORY RD
ADDRESS2:
CITY ST ZIP: COLCHESTER CT 06415-2703
COUNTRY:

YR/MAKE/MDL: 2005 / CHRY / TOWNANDC
REG / CL / ID: 1 / 2C4GP54L45R161850

DISTRICT: 6, 830
PROP ASSESSED:
EXEMPTIONS:
COC CHANGE: -3,980
COC #: 83945M
EXEMPT Change: 2,850
NET VALUE:

ASSMNT CHANGE: -3,980
TOWN BENEFIT
REG# EXPR: 12/20/2011

MILL RATE: 28.8000

*** BILLED ***

INST1: TOWN 196.70
INST2: 0.00
INST3: 0.00
INST4: 0.00
ADJS: -114.62
TOT TAX: 82.08
TOTAL PAID: 196.70

TOTALS
196.70
0.00
0.00
0.00
-114.62
82.08
196.70

*** PAYMENTS ***

| TYPE | CYCLE | DATE | ADJ | TERM/BATCH/SEQ | INST | AMOUNT | INTEREST | LIENS | FEES | TOTALS |
|-----------------|-------|------------|--------|----------------|------|---------|----------|-------|------|--------|
| Adj | 10 | 04/19/2013 | 83945M | 69/138/1 | T | -114.62 | 0.00 | 0.00 | 0.00 | 0.00 |
| Pmt | 10 | 04/10/2013 | | 82/194/1 | T | 39.10 | 1.17 | 0.00 | 0.00 | 40.27 |
| Pmt | 8 | 02/11/2013 | | 82/156/26 | T | 157.60 | 23.60 | 0.00 | 0.00 | 181.20 |
| TOTAL PAYMENTS: | | | | | | 196.70 | 24.77 | 0.00 | 0.00 | 221.47 |

TOTAL BALANCE DUE AS OF 12/30/2013

INT DUE:
LIEN DUE:
FEES DUE:
TAX DUE NOW:
TOT DUE NOW:
BALANCE AMT:
*** FLAGS ***

Circuit Breaker Amt: 0 Benefit Year: 0
Invalid Address Flag No
Last Adjustment Reason DECREASE. MV TRADED IN 2/12.



APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2012** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION

| | |
|-------------------------|---|
| NAME: | Sherwood & Claudia Strickland |
| MAILING ADDRESS: | 56 Colchester Commons, Colchester, CT 06415 |
| BILL NO: | 2012-4-82399 |
| BILL NO: | |
| BILL NO: | |
| BILL NO: | |
| REASON FOR APPLICATION: | Adjustment |

AMOUNTS FOR REFUND

| | Amount Paid | List Year | Due Date | Principal | Interest | Lien Fees | Amount Due | TOTAL |
|--------|-------------|-----------|----------|-----------|----------|-----------|------------|-----------|
| 1/2/14 | \$ 196.12 | 10/12 | 1/14 | \$ 0.00 | \$ | \$ | \$ 0.00 | \$ 196.12 |
| | \$ | | | \$ | \$ | \$ | \$ | \$ |
| | \$ | | | \$ | \$ | \$ | \$ | \$ |
| | \$ | | | \$ | \$ | \$ | \$ | \$ |

APPLICANT(S) SIGNATURE: *Sherwood Strickland* *Claudia A. Strickland*

OFFICE USE ONLY:

Accounting Codes

| | | | |
|----------------------|-------------------------------------|--------------|-----------|
| Refund 11303 – 30111 | <input checked="" type="checkbox"/> | Current Levy | \$ 196.12 |
| Refund 11303 – 30112 | <input type="checkbox"/> | Prior Levy | \$ |
| Refund 11303 – 30113 | <input type="checkbox"/> | Interest | \$ |

Collectors Recommendation to the Governing Body

To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

| | | | |
|--------------------------------|-----------|-----------------------------|--------|
| ABATEMENT OR REFUND | \$ 196.12 | APPLICATION SUBMITTED DATE: | 1/6/14 |
| TAX COLLECTOR: TRICIA COBLENTZ | | <i>Tricia Coblentz</i> | |

Governing Body Action Taken

At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

| | | |
|---------------|-----------------------------|---------------------------|
| MEETING DATE: | ABATEMENT OR REFUND AMOUNT: | ACCOUNTING VENDOR NUMBER: |
|---------------|-----------------------------|---------------------------|

BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:

CLERK SIGNATURE:



20120400823399

AS OF 01/10/2014

GENERAL DATA MOTOR VEHICLE SUPP OFFICE OF THE TAX COLLECTOR

BILL NO: 2012-04-00823399
 UNIQUE ID: 82399
 LINK # 2012-MS-0001975
 FILE#
 BANK:
 ESCROW:
 DISTRICT:
 PROP ASSESSED: 9,710
 EXEMPTIONS:
 COC CHANGE: -6,477
 COC #: 85370S
 EXEMPT Change:
 NET VALUE:

NAME: STRICKLAND SHERWOOD JNT
 C/O: STRICKLAND CLAUDIA A
 ADDRESS: 56 COLCHESTER CMN
 ADDRESS2:
 CITY ST ZIP: COLCHESTER CT 06415-2137
 COUNTRY:

YR/MAKE/MDL: 2006 / CADI / DTS
 REG / CL / ID: 1 / 1G6KD57Y26U219598
 MONTH CODE: E : 66.7
 ASSMNT CHANGE: -6,477
 TOWN BENEFIT
 REG# EXPR: 02/28/2015

CURRENT VEHICLE... Value: 9,710 Credit: 3,233 Prorate: 6,477
 OLD VEHICLE... Value: 0 Credit: 0 ADJ VAL: 6,477
 MILL RATE: 30.2800

*** BILLED ***

INST1: TOWN
 INST2: 196.12
 INST3: 0.00
 INST4: 0.00
 ADJS: -196.12
 TOT TAX: 0.00
 TOTAL PAID: 196.12

TOTALS
 196.12
 0.00
 0.00
 0.00
 -196.12
 0.00
 196.12

*** PAYMENTS ***

| TYPE | CYCLE | DATE | ADJ | TERM/BATCH/SEQ | INST | AMOUNT | INTEREST | LIENS | FEES | TOTALS |
|------------------------------------|-------|------------|--------|----------------|------|---------|----------|-------|------|--------|
| Adj | 7 | 01/06/2014 | 85370S | 69/102/18 | T | -196.12 | 0.00 | 0.00 | 0.00 | 0.00 |
| Pmt | 7 | 01/02/2014 | | 82/127/37 | T | 196.12 | 0.00 | 0.00 | 0.00 | 196.12 |
| TOTAL PAYMENTS: | | | | | | | | | | |
| TOTAL BALANCE DUE AS OF 01/10/2014 | | | | | | 196.12 | 0.00 | 0.00 | 0.00 | 196.12 |

INT DUE:
 LIEN DUE:
 FEES DUE:
 TAX DUE NOW:
 TOT DUE NOW:
 BALANCE AMT:

TOWN
 0.00
 0.00
 0.00
 -196.12
 -196.12
 -196.12

*** FLAGS ***
 Circuit Breaker Amt: 0 Benefit Year:
 Invalid Address Flag No
 Last Adjustment Reason IMPORT FROM DMV FILE



APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, 2011 ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

| APPLICANT INFORMATION | |
|-----------------------|--|
| NAME: | CAB East LLC |
| MAILING ADDRESS: | Ford Credit Personal Property Tax, PO Box 67000, Dept 231601, Detroit, MI 48267-2316 |
| BILL NO: | 2011-3-52039 |
| BILL NO: | 2011-3-52034 |
| BILL NO: | |
| BILL NO: | |

REASON FOR APPLICATION: **Adjusted 4544 & 4153**

| AMOUNTS FOR REFUND | | | | | | | | |
|--------------------|-------------|-----------|----------|-----------|----------|-----------|------------|-----------|
| | Amount Paid | List Year | Due Date | Principal | Interest | Lien Fees | Amount Due | TOTAL |
| 8/1/12 | \$ 608.83 | 10/11 | 7/12 | \$ 152.21 | \$ | \$ | \$ 152.21 | \$ 456.62 |
| 8/1/12 | \$ 608.83 | 10/11 | 7/12 | \$ 406.08 | \$ | \$ | \$ 406.08 | \$ 202.75 |
| | \$ | | | \$ | \$ | \$ | \$ | \$ |
| | \$ | | | \$ | \$ | \$ | \$ | \$ |

APPLICANT(S) SIGNATURE: See attached letter

OFFICE USE ONLY:

| Accounting Codes | | | |
|----------------------|---|--------------|-----------|
| Refund 11303 – 30111 | | Current Levy | \$ |
| Refund 11303 – 30112 | X | Prior Levy | \$ 659.37 |
| Refund 11303 – 30113 | | Interest | \$ |

Collectors Recommendation to the Governing Body
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

| | | | |
|--------------------------------|------------------------|-----------------------------|----------|
| ABATEMENT OR REFUND | \$ 659.37 | APPLICATION SUBMITTED DATE: | 12/27/13 |
| TAX COLLECTOR: TRICIA COBLENTZ | <i>Tricia Coblentz</i> | | |

Governing Body Action Taken
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

| | | |
|---------------|-----------------------------|---------------------------|
| MEETING DATE: | ABATEMENT OR REFUND AMOUNT: | ACCOUNTING VENDOR NUMBER: |
|---------------|-----------------------------|---------------------------|

BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:

CLERK SIGNATURE:



2011030052039

AS OF 12/27/2013

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

BILL NO: 2011-03-0052039
 UNIQUE ID: 50209600
 LINK # 2011-MV-0001190
 FILE#
 BANK:
 ESCROW:
 DISTRICT:
 PROP ASSESSED: 21,140
 EXEMPTIONS:
 COC CHANGE: -15,855
 COC #: 85299M
 EXEMPT Change:
 NET VALUE: 5,285

NAME: CAB EAST LLC
 C/O:
 ADDRESS: PO BOX 105704
 ADDRESS2:
 CITY ST ZIP: ATLANTA GA 30348
 COUNTRY:

YR/MAKE/MDL: 2009 / LINCO / MKS AWD
 REG / CL / ID: 1 / 1LNHM94R6G604544
 ASSMNT CHANGE: -15,855
 TOWN BENEFIT
 REG# EXPR: 09/10/2012

MILL RATE: 28.8000

*** BILLED ***

INST1: TOWN
 INST2: 608.83
 INST3: 0.00
 INST4: 0.00
 ADJS: -456.62
 TOT TAX: 152.21
 TOTAL PAID: 608.83

TOTALS
 608.83
 0.00
 0.00
 0.00
 -456.62
 152.21
 608.83

*** PAYMENTS ***

| TYPE | CYCLE | DATE | ADJ | TERM/BATCH/SEQ | INST | AMOUNT | INTEREST | LIENS | FEES | TOTALS |
|------------------------------------|-------|------------|--------|----------------|------|---------|----------|-------|------|--------|
| Adj | 6 | 12/27/2013 | 85299M | 69/98/2 | T | -456.62 | 0.00 | 0.00 | 0.00 | 0.00 |
| Pmt | 2 | 08/01/2012 | | 81/104/48 | T | 608.83 | 0.00 | 0.00 | 0.00 | 608.83 |
| TOTAL PAYMENTS: | | | | | | | | | | |
| TOTAL BALANCE DUE AS OF 12/27/2013 | | | | | | 608.83 | 0.00 | 0.00 | 0.00 | 608.83 |

INT DUE:
 LIEN DUE:
 FEES DUE:
 TAX DUE NOW:
 TOT DUE NOW:
 BALANCE AMT:
 *** FLAGS ***

Circuit Breaker Amt: 0
 Invalid Address Flag No
 Benefit Year: 0

REFUND REQUEST FOR CAB East, LLC

Date: 12/17/2013

Colchester Town Assessor
127 Norwich Avenue
Colchester, CT 06415

Tax Year: 2011 **Plate #:** 594WWZ
Grand List Number: 0052039 **VIN#:** 1LNHM94R69G604544

To whom it may concern:

We are requesting a refund on the above listed tax bill. The lease on this vehicle has ended and the vehicle was sold. Enclosed, please find the applicable documentation as required for the refund of taxes.

Please complete the enclosed "Information Request Form" for our records, we have provided a return envelope with pre-paid postage for your convenience.

Once approved, please forward refund to:

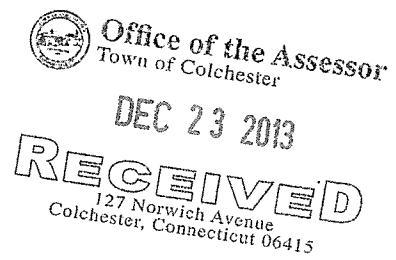
CAB East, LLC
Ford Credit Personal Property Tax
PO BOX 67000, Department 231601
Detroit, Michigan 48267-2316

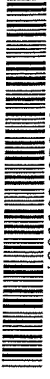
Due to accounting complications, please do not apply this refund to any tax bills our company has outstanding. Please return this letter (or copy thereof) with the refund check.

Thank you in advance for your efforts to assist us in this matter. If you have questions please contact the following individual:

Tracey Haynes
615.248.2256 Ext. 14-6391

REF#: 13-006896





2011030052034

AS OF 12/27/2013

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

BILL NO: 2011-03-0052034 NAME: CAB EAST LLC
 UNIQUE ID: 50209100 C/O:
 LINK #: 2011-MV-0001189 ADDRESS: BOX 105704
 FILE#: ADDRESS2: ATLANTA GA 30348
 BANK: CITY ST ZIP: ATLANTA GA 30348
 ESCROW: COUNTRY:
 DISTRICT: YR/MAKE/MDL: 2009 / LINC / MKS
 PROP ASSESSED: 21,140 REG / CL / ID: 1 / 1LNHM94R39G624153
 EXEMPTIONS: -7,040 ASSMNT CHANGE: -7,040
 COC #: 85298M TOWN BENEFIT
 EXEMPT Change: REG# EXPR: 01/17/2013
 NET VALUE: 14,100

MILL RATE: 28.8000

*** BILLED ***

INST1: TOWN
 608.83
 INST2: 0.00
 INST3: 0.00
 INST4: 0.00
 ADJS: -202.75
 TOT TAX: 406.08
 TOTAL PAID: 608.83

TOTALS
 608.83
 0.00
 0.00
 0.00
 -202.75
 406.08
 608.83

*** PAYMENTS ***

| TYPE | CYCLE | DATE | ADJ | TERM/BATCH/SEQ | INST | AMOUNT | INTEREST | LIENS | FEEES | TOTALS |
|------------------------------------|-------|------------|--------|----------------|------|---------|----------|-------|-------|--------|
| Adj | 6 | 12/27/2013 | 85298M | 69/98/1 | T | -202.75 | 0.00 | 0.00 | 0.00 | 0.00 |
| Pmt | 2 | 08/01/2012 | | 81/104/51 | T | 608.83 | 0.00 | 0.00 | 0.00 | 608.83 |
| TOTAL PAYMENTS: | | | | | | | | | | |
| TOTAL BALANCE DUE AS OF 12/27/2013 | | | | | | 608.83 | 0.00 | 0.00 | 0.00 | 608.83 |

INT DUE:
 LIEN DUE:
 FEES DUE:
 TAX DUE NOW:
 TOT DUE NOW:
 BALANCE AMT:
 *** FLAGS ***

Circuit Breaker Amt: 0
 Invalid Address Flag No
 Benefit Year: 0

REFUND REQUEST FOR CAB East, LLC

Date: 12/19/2013

Colchester Town Assessor
127 Norwich Avenue
Colchester, CT 06415

Tax Year: 2011 **Plate #:** 663XEC
Grand List Number: 0052034 **VIN#:** 1LNHM94R39G624153

To whom it may concern:

We are requesting a refund on the above listed tax bill. The lease on this vehicle has ended and the vehicle was sold. Enclosed, please find the applicable documentation as required for the refund of taxes.

Please complete the enclosed "Information Request Form" for our records, we have provided a return envelope with pre-paid postage for your convenience.

Once approved, please forward refund to:

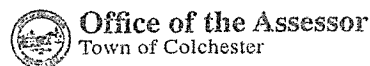
CAB East, LLC
Ford Credit Personal Property Tax
PO BOX 67000, Department 231601
Detroit, Michigan 48267-2316

Due to accounting complications, please do not apply this refund to any tax bills our company has outstanding. Please return this letter (or copy thereof) with the refund check.

Thank you in advance for your efforts to assist us in this matter. If you have questions please contact the following individual:

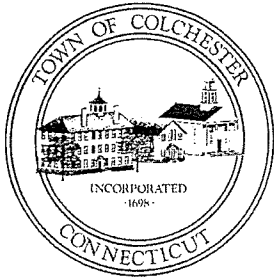
Maryam Myers
615-248-2256 ext 14-6394

REF#: 13-006890



DEC 23 2013

RECEIVED
127 Norwich Avenue
Colchester, Connecticut 06415



Town of Colchester, Connecticut

95 Norwich Avenue, Colchester, Connecticut 06415

Patricia A. Watts, Director of Senior Services/Municipal Agent

MEMORANDUM

To: Board of Selectmen
From: Patricia A. Watts, Director of Senior Services
Date: 12/19/13
Re: Proposal for Ricoh Copier Lease

The Colchester Senior Center's Lease Agreement for their Ricoh Copier is due to expire on December 31, 2013. I have researched the pricing options for upgrading to a higher capacity color copier for our next lease with both representatives from Cannon and Ricoh and am recommending that we proceed with the Ricoh MPC 2251 unit. The following are my reasons for this recommendation:

- Currently the senior center has a low-volume black and white copier and a small desktop printer for color printing needs, as well as 3 other black and white desktop printers.
- We hope to eliminate our need for supplementary desktop printers (except for one in the main office, which needs to be maintained in order to print envelopes) and have all staff print directly to the new copier.
- The cost of our current copier (\$38.00 per month-\$456 annually) and our ink refill needs (approximately \$1000 annually) totals \$1456. The annual cost of the proposed color copier is \$124 per month, or \$1488 annually, which is a difference of \$32 per year. I suspect over the term of the lease, as ink refill prices continue to rise, proceeding with this lease would ultimately result in a cost-savings for our budget.
- Beginning in April 2013, it was decided to produce our own newsletters rather than send them out for printing to reduce cost. In order to print in the volume that we need (450 copies of the 10 page newsletter per month), we have volunteers take the newsletter to Town Hall to make the copies, which occupies the Town Hall office copier for many hours. With the proposed copier at the senior center, our volunteers could produce the newsletter here, without interfering with Town Hall business.
- With our current copier, we do not have the ability to scan to pdf format, which is necessary for our online newsletter, posted monthly. As of now, we have to email a copy of our newsletter to Sylvia Miller; she then makes a copy and scans the document and sends it in an email to us, which then we can post. This not only is a cumbersome process for us, but it interrupts Sylvia's workflow, as well. There are other administrative needs that require us to go to Town Hall also. Having the ability to perform our own copying and scanning in-house would obviously increase our efficiency.

Recommended Motion

Move to approve the motion to proceed with a Lease Agreement for a Ricoh MPC 2251 color copier at the Colchester Senior Center and sign all necessary documents.

Respectfully Submitted,

Patricia A. Watts

Patricia A. Watts
Director of Senior Services/Municipal Agent



RICOH
 Ricoh USA, Inc.
 70 Valley Stream Parkway
 Malvern, PA 19355

Product Schedule Number: _____
 Master Lease Agreement Number: _____

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and TOWN OF COLCHESTER, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

| | | | | | | | |
|--|--|----------------------------------|-------|--|--|--------|-----------|
| TOWN OF COLCHESTER | | | | Billing Contact Name | | | |
| Customer (Bill To) 95 NORWICH ROAD | | | | Billing Address (if different from location address) | | | |
| Product Location Address COLCHESTER | | CT | 06415 | City | | County | State Zip |
| Billing Contact Telephone Number 860-537-7262 | | Billing Contact Facsimile Number | | Billing Contact E-Mail Address "Eva Gallupe" <egallupe@colchesterct.gov | | | |

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

| Qty | Product Description: Make & Model |
|-----|-----------------------------------|
| | MPC 2551 |
| | |
| | |
| | |
| | |
| | |

| Qty | Product Description: Make & Model |
|-----|-----------------------------------|
| | |
| | |
| | |
| | |
| | |
| | |

PAYMENT SCHEDULE

| Minimum Term <i>(months)</i> 60 | Minimum Payment <i>(Without Tax)</i> \$ 124.00 | Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____ | Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____ | | | | | | | | | | | | |
|--|---|--|--|-------|---|---|---|--|--|-------------|-------|------|------|--|--|
| <table border="1"> <thead> <tr> <th colspan="2">Guaranteed Minimum Images*^o</th> </tr> <tr> <th>Black/White</th> <th>Color</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>0</td> </tr> </tbody> </table> | Guaranteed Minimum Images* ^o | | Black/White | Color | 0 | 0 | <table border="1"> <thead> <tr> <th colspan="2">Cost of Additional Images^o</th> </tr> <tr> <th>Black/White</th> <th>Color</th> </tr> </thead> <tbody> <tr> <td>.008</td> <td>.058</td> </tr> </tbody> </table> | Cost of Additional Images ^o | | Black/White | Color | .008 | .058 | Meter Reading/Billing Frequency <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____ | |
| Guaranteed Minimum Images* ^o | | | | | | | | | | | | | | | |
| Black/White | Color | | | | | | | | | | | | | | |
| 0 | 0 | | | | | | | | | | | | | | |
| Cost of Additional Images ^o | | | | | | | | | | | | | | | |
| Black/White | Color | | | | | | | | | | | | | | |
| .008 | .058 | | | | | | | | | | | | | | |

* Based upon Minimum Payment Billing Frequency
^o Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
 Addendum(s) attached: YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2. You, the undersigned Customer, have applied to us to use the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.** You acknowledge and agree that the Ricoh service commitments included on the "*Image Management Plus Commitments*" page attached to this Schedule (collectively, the "Commitments") are separate and independent obligations of Ricoh USA, Inc. ("Rico") governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.
3. **Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
4. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

| | |
|--|---|
| <p>CUSTOMER</p> <p>By: <input checked="" type="checkbox"/> _____ Authorized Signer Signature</p> <p>Printed Name: <u>Gregg Schuster</u></p> <p>Title: <u>First Salesman</u> Date: <u>12 / 14</u></p> | <p>Accepted by: RICOH USA, INC.</p> <p>By: _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> |
|--|---|



RICOH USA, INC.
IMAGE MANAGEMENT PLUS COMMITMENTS

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("RicoH"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), Ricoh's assignee, is the party responsible for financing and billing the Image Management Plus Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Ricoh's normal business hours, excluding weekends and Ricoh recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

PRODUCT SERVICE AND SUPPLIES

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding public holidays. Ricoh will also provide the supplies required to produce images on the Product covered under the Image Management Plus Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper, staples and transparencies are not included.

RESPONSE TIME COMMITMENT

Ricoh will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any Ricoh office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Plus Product Schedule.

UPTIME PERFORMANCE COMMITMENT

Ricoh will service the Product to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Ricoh and will end when the Product is again Operational. You agree to make the Product available to Ricoh for scheduled preventative and interim maintenance. You further agree to give Ricoh advance notice of any critical and specific uptime needs you may have so that Ricoh can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, Ricoh will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, Ricoh will present pricing options to conform to a new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, Ricoh will include the product in the pricing options. The addition of product and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both parties to the Schedule. The term of the Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of product may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Product by adding, exchanging, or upgrading to an item of Product with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment must be agreed to and signed by the parties to the Schedule, for a term not less than the remaining term of the existing Image Management Plus Product Schedule but may, in the case of an Amendment, extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. The Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule will be based on any obligations remaining on the Product, the added product and new image volume commitment. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

PERFORMANCE COMMITMENT

Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If Ricoh fails to meet any Service Commitments and in the unlikely event that Ricoh is not able to repair the Product in your office, Ricoh, at Ricoh's election, will provide to you either the delivery of a temporary loaner, for use while the Product is being repaired at Ricoh's service center, or Ricoh will replace such Product with comparable Product of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Service Commitments. Customer's exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Ricoh's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your Ricoh sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoh will follow up within 8 business hours of a call or e-mail to one of Ricoh's account management team members requesting a metrics review. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. Ricoh is committed to responding to any questions regarding invoiced amounts for the use of the Product relating to the Image Management Plus Product Schedule within a 2 day timeframe. To ensure the most timely response please call 1-888-275-4566.

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by a "RicoH Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Service Commitments as of _____, 20____.

| | |
|-----------------------------|------------------------|
| CUSTOMER | RICOH USA, INC. |
| By: _____ | By: _____ |
| Name: <u>Gregg Schuster</u> | Name: _____ |
| Title: <u>VP of Sales</u> | Title: _____ |
| Date: <u>11/14</u> | Date: _____ |



EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

| | | | |
|----------------|-------------------------------------|---------------|----------------|
| Customer Name: | TOWN OF COLCHESTER----SENIOR CENTER | | |
| Contact Name: | PATTY WATTS | Phone: | 860-537-3911 |
| Address: | 95 NORWICH ROAD | City: | COLCHESTER |
| State: | CT. | Zip: | 06415 |
| | | Fax/Email: | |
| Make | Model | Serial Number | Machine Status |
| RICOH | MP161 SPF | M0189304126 | LEASED |
| | | | |
| | | | |

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, and (2) the request shall be governed by this Authorization. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

Equipment Removal (Owned by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for Customer-owned equipment removals: Customer confirms that (1) Customer has good, valid and marketable title to such equipment and has satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (2) Customer has obtained any and all necessary consents and approvals required to authorize Ricoh to remove such items of equipment and to take title thereto, and (3) by this Authorization, Customer hereby transfers good and valuable title and ownership to Ricoh to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and Customer will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in Ricoh.

Equipment Removal (Leased by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

Buy Out Terms. Upon execution and delivery by Customer of a sale, lease (and related delivery and acceptance certificate), service and/or other agreement ("Agreement") between Ricoh and/or other third party, Ricoh agrees to pay to

(A) the customer (and Customer hereby agrees to promptly pay such amount to the below named payee ("Payee"), or

(B) the Payee identified below, an amount ("Buy Out Amount") equal to \$ _____, to pay off an/or reduce Customer's obligations owing under that certain equipment lease agreement _____ for third party lease company ("Third Party Lease") between Customer and Payee relating to the equipment identified in the Third Party Lease.

THIRD PARTY LEASE - COMPANY INFORMATION

| | | | |
|---------------------------------------|---|--|--|
| Payee Name: | | Attention To: | |
| Address: | | | |
| <input type="checkbox"/> W-9 included | <input type="checkbox"/> Third-Party Quote or Proof of Buy Out Included | | |
| Mailing Method: (select one) | <input type="checkbox"/> Mail Check (regular) | <input type="checkbox"/> Overnight Check | |

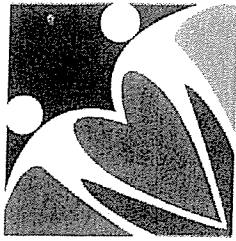
The Buy Out Amount represents the total amount payable by Ricoh for such purpose. Ricoh shall have no obligation, and does not assume any obligation, under the Third Party Lease. Customer acknowledges that Customer is solely responsible to make payments to the Payee under the Third Party lease, to return the Equipment at the appropriate time to the appropriate location as determined by the Payee, and to fulfill any and all payment and other obligations under the Third Party Lease. Customer agrees to indemnify and hold Ricoh harmless from any losses, damages, claims, suits and actions (including reasonable attorneys' fees) arising from the breach by Customer of any of its obligations contained in this authorization and/or the Third Party Lease.

CUSTOMER

By: _____
Name: Greg Schuster
Title: First Selectman
Date: 11/11/14

RICOH USA, INC.

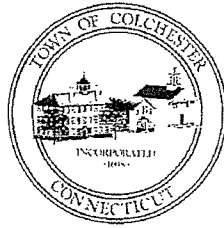
By: _____
Name: _____
Title: _____
Date: _____



Colchester Youth & Social Services

127 Norwich Avenue, Suite 205, Colchester, Connecticut 06415

P: 860-537-7255 F: 860-537-1731 E: youthservices@colchesterct.gov



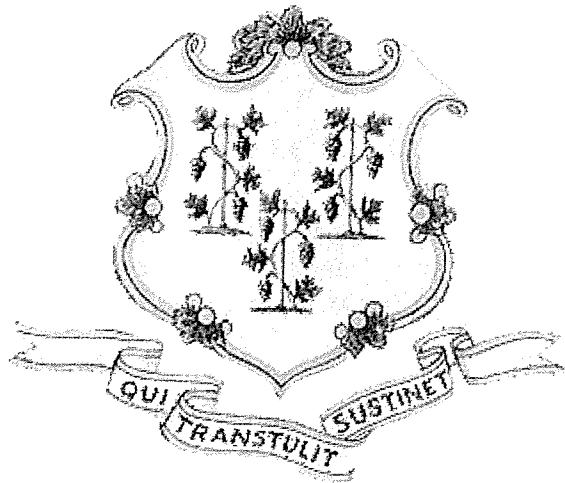
Memo

To: Board of Selectman
From: Valerie Geato
Date: December 20, 2013
Re: Local Prevention Council Grant

Recommended Motion

Approve the application for the Local Prevention Council Grant and authorize the First Selectman to sign all necessary documents.

The purpose of the Local Prevention Council Grant Program is to facilitate the development of culturally competent ATOD (Alcohol, Tobacco and Other Drug) abuse prevention initiatives of Local Prevention Councils (LPCs) with the support of chief elected officials. The overall goal is to increase public awareness of the prevention of ATOD abuse.



**GRANT PROGRAM TO SUPPORT THE SERVICES OF
LOCAL ALCOHOL, TOBACCO AND OTHER DRUG ABUSE PREVENTION
COUNCILS**

July 1, 2013 to June 30, 2014

**Instructions For Submitting Funding Application
Grant Program To Support Local Prevention Councils**

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Instructions For Submitting Funding Application Grant Program To Support Local Prevention Councils

Purpose of the Program

The purpose of the Local Prevention Council Grant Program is to facilitate the development of culturally competent ATOD abuse prevention initiatives of Local Prevention Councils (LPCs) with the support of chief elected officials. The overall goal is to increase public awareness of the prevention of ATOD abuse.

This grant program differs from other grant programs in that the eligible grantees are required to demonstrate the support and involvement of the municipality's chief elected official, i.e., mayor and/or first selectman.

Grant Requirements

1. Local Prevention Council

A permanent Local Prevention Council must be established and should be reflective of each community's culturally rich diversity.

Membership should include representatives from various groups, agencies, organizations, and communities such as parents, media, business, senior citizens, health care, etc. Council membership should include a cross-section of the community that it serves and reflect shared cultural beliefs, attitudes, and practices of the community. It is strongly suggested that LPCs include representation from professionals working in the prevention field in general and ATOD abuse prevention in particular, including representation from volunteer groups and city/town agencies. Information about cultural competence is found in Appendix E.

2. Prevention Strategies and Services

The major purpose of the grant is to stimulate the development and expansion of local primary substance abuse prevention services that address all stages of human development. While the range of potential services is broad, ATOD prevention aims to keep the many problems related to ATOD use and abuse from occurring.

Additionally, prevention endeavors to change the environment so that ATOD abuse will not occur, thereby reducing the numbers of individuals who experience negative consequences from use of ATOD. Therefore, in developing prevention services, it is essential to consider cultural factors and historically underserved populations. It is expected that each grant demonstrate an understanding of the value of representation reflecting (racial, ethnic, gender, sexual orientation, disability, language, social, political, and economic) diversity. Each applicant is especially requested to embed cultural competence practices in all services funded under the grant.

The range of potential services is broad and LPCs must work with Regional Action Councils (RACs) to identify prevention needs and assist in filling these gaps in services. A complete list of prevention strategies and services is found in Appendix C. Projects must focus on two or more of the six strategies. ***Projects focused on remedial services such as the provision of ATOD abuse treatment services demonstrating problems resulting from the use and abuse of alcohol, tobacco or other drugs, or the provision of early intervention services displaying symptoms of possible regular use and/or abuse of ATOD will not be considered for funding.***

Instructions For Submitting Funding Application Grant Program To Support Local Prevention Councils

3. Alcohol and Tobacco Services

Twenty-five percent of grant funding must support alcohol abuse prevention services and 25% must support tobacco prevention services. See Appendix E for sample services the LPC must use to support these initiatives.

4. School Based Services

All applications indicating sponsorship of public school-based or public school-related services must also demonstrate the support of the Superintendent of Schools (or his/her designee) for each local and/or regional education agency or district Drug-Free Schools Coordinator involved.

5. Reports

Recipients are required to collect service data and submit a final report at the end of the funding period, using forms provided by the RAC.

6. Eligible Applicants

Applications will be accepted from individual, municipal-based organizations or inter-city/town, municipal-based collaborations. In order to be eligible for consideration under this multi-town grant program, applicants must demonstrate:

- a. compliance with grant requirements listed on pages 1 and 2;
- b. that the application is being submitted on behalf of the chief elected official(s);
- c. that the applicant organization or agency has been formally designated by the chief elected official(s) as the local ATOD prevention council; and
- d. that for proposed public school-based or school-related services, the applicant organization or agency has support of the Superintendent of Schools (or his/her designee)

Small towns are encouraged to develop collaborative applications with other such towns. If two or more towns choose to apply jointly, a single award equal to the total of the individual allocations will be made. Joint applications must include the following:

- a. Letters of support and commitment from the chief elected official of each town involved;
and
- b. Clear indication of the town (or agency, or organization) that will be the recipient of the contract.

7. Application Deadline

Completed applications must be received by December 31, 2013 (preferably by October 1, 2013). If an application cannot be completed by this deadline, a "Letter of Intent" to apply must be filed by October 31, 2013. A sample letter of intent is found in Appendix F.

8. Appeal Process

Applicants can direct any complaint or concern to the RAC Executive Director in writing, who will provide a written response within 15 days of receipt. If the applicant does not agree with the

Instructions For Submitting Funding Application Grant Program To Support Local Prevention Councils

response, the RAC will bring the issue to the Department of Mental Health and Addiction Services to determine if the proposed services meet the requirements/guidelines of the grant.

9. Grant Award Amounts

Grant awards are contingent upon the availability of funds. Awards are based on population size and range from \$1,800 to \$8,230, per community, based on 2013 Census Data (see table on next page).

Population 1-4,500 (Maximum Award - \$1,800)

| Town | Census 2010 | Town | Census 2010 | Town | Census 2010 |
|-------------|-------------|--------------|-------------|------------|-------------|
| Andover | 3,303 | Franklin | 1,922 | Roxbury | 2,262 |
| Ashford | 4,317 | Goshen | 2,976 | Salem | 4,151 |
| Barkhamsted | 3,799 | Hampton | 1,863 | Salisbury | 3,741 |
| Bethlehem | 3,607 | Hartland | 2,114 | Scotland | 1,726 |
| Bozrah | 2,627 | Kent | 2,979 | Sharon | 2,782 |
| Bridgewater | 1,727 | Lisbon | 4,338 | Sherman | 3,581 |
| Canaan | 1,234 | Lyme | 2,406 | Sprague | 2,984 |
| Chaplin | 2,305 | Middlefield | 4,425 | Sterling | 3,830 |
| Chester | 3,994 | Morris | 2,388 | Union | 854 |
| Colebrook | 1,485 | Norfolk | 1,709 | Voluntown | 2,603 |
| Cornwall | 1,420 | North Canaan | 3,315 | Warren | 1,461 |
| Eastford | 1,749 | Pomfret | 4,247 | Washington | 3,578 |

Population 4,501-8,000 (Maximum Award - \$2,285)

| Town | Census 2010 | Town | Census 2010 | Town | Census 2010 |
|--------------|-------------|--------------|-------------|------------------|-------------|
| Beacon Falls | 6,049 | Easton | 7,490 | North Stonington | 5,297 |
| Bethany | 5,563 | Essex | 6,683 | Old Lyme | 7,603 |
| Bolton | 4,980 | Harwinton | 5,642 | Preston | 4,726 |
| Canterbury | 5,132 | Killingworth | 6,525 | Thomaston | 7,887 |
| Columbia | 5,485 | Lebanon | 7,308 | Westbrook | 6,938 |
| Deep River | 4,629 | Marlborough | 6,404 | Willington | 6,041 |
| Durham | 7,388 | Middlebury | 7,575 | Woodstock | 7,964 |
| East Granby | 5,148 | New Hartford | 6,970 | | |

Population 8,001-12,000 (Maximum Award - \$2,400)

| Town | Census 2010 | Town | Census 2010 | Town | Census 2010 |
|--------------|-------------|--------------|-------------|------------|-------------|
| Brooklyn | 8,210 | Hebron | 9,686 | Redding | 9,158 |
| Burlington | 9,301 | Litchfield | 8,466 | Somers | 11,444 |
| Canton | 10,292 | Old Saybrook | 10,242 | Thompson | 9,458 |
| East Haddam | 9,126 | Oxford | 12,683 | Weston | 10,179 |
| East Windsor | 11,162 | Portland | 9,508 | Winchester | 11,242 |
| Granby | 11,282 | Prospect | 9,405 | Woodbridge | 8,990 |
| Griswold | 11,951 | Putnam | 9,584 | Woodbury | 9,975 |
| Haddam | 8,346 | | | | |

**Instructions For Submitting Funding Application
Grant Program To Support Local Prevention Councils**

Population 12,001-17,000 (Maximum Award - \$3,105)

| Town | Census 2010 | Town | Census 2010 | Town | Census 2010 |
|--------------|-------------|----------------|-------------|---------------|-------------|
| Brookfield | 16,452 | Ellington | 15,602 | Plymouth | 12,243 |
| Clinton | 13,260 | Ledyard | 15,051 | Seymour | 16,540 |
| Colchester | 16,068 | New Fairfield | 13,881 | Stafford | 12,087 |
| Coventry | 12,435 | North Branford | 14,407 | Suffield | 15,735 |
| Cromwell | 14,005 | Orange | 13,956 | Tolland | 15,052 |
| Derby | 12,902 | Oxford | 12,683 | Windsor Locks | 12,498 |
| East Hampton | 12,959 | Plainfield | 15,405 | Wolcott | 16,680 |

Population 17,001-22,000 (Maximum Award - \$3,300)

| Town | Census 2010 | Town | Census 2010 | Town | Census 2010 |
|------------|-------------|------------|-------------|------------|-------------|
| Ansonia | 19,249 | East Lyme | 19,159 | Waterford | 19,517 |
| Avon | 18,098 | Killingly | 17,370 | Wilton | 18,062 |
| Berlin | 19,866 | Madison | 18,269 | Plainville | 17,716 |
| Bethel | 18,584 | Monroe | 19,479 | Rocky Hill | 19,709 |
| Bloomfield | 20,486 | Montville | 19,571 | Southbury | 19,904 |
| Darien | 20,732 | New Canaan | 19,738 | Stonington | 18,545 |

Population 22,001-30,000 (Maximum Award - \$4,245)

| Town | Census 2010 | Town | Census 2010 | Town | Census 2010 |
|-------------|-------------|-------------|-------------|---------------|-------------|
| Branford | 28,026 | Newtown | 27,560 | Watertown | 22,514 |
| Cheshire | 29,261 | North Haven | 24,093 | Westport | 26,391 |
| East Haven | 29,257 | Ridgefield | 24,638 | Wethersfield | 26,668 |
| Farmington | 25,340 | Simsbury | 23,511 | Windham | 25,268 |
| Guilford | 22,375 | New London | 27,620 | South Windsor | 25,709 |
| Mansfield | 26,543 | Vernon | 29,179 | Windsor | 29,044 |
| New Milford | 28,142 | | | | |

Population 30,001-40,000 (Maximum Award - \$4,500)

| Town | Census 2010 | Town | Census 2010 | Town | Census 2010 |
|-------------|-------------|-----------|-------------|------------|-------------|
| Glastonbury | 34,427 | Newington | 30,562 | Torrington | 36,383 |
| Naugatuck | 31,862 | Shelton | 39,559 | Trumbull | 36,018 |

Population 40,001-75,000 (Maximum Award - \$5,675)

| Town | Census 2010 | Town | Census 2010 | Town | Census 2010 |
|---------------|-------------|-------------|-------------|---------------|-------------|
| Bristol | 60,477 | Hamden | 60,960 | Norwich | 40,493 |
| East Hartford | 51,252 | Manchester | 58,241 | Southington | 43,069 |
| Enfield | 44,654 | Meriden | 60,868 | Stratford | 51,384 |
| Fairfield | 59,404 | Middletown | 47,648 | Wallingford | 45,135 |
| Greenwich | 61,171 | Milford | 52,759 | West Hartford | 63,268 |
| Groton | 40,115 | New Britain | 73,206 | West Haven | 55,564 |

Population 75,001-130,000 (Maximum Award - \$7,130)

| Town | Census 2010 | Town | Census 2010 | Town | Census 2010 |
|----------|-------------|-----------|-------------|-----------|-------------|
| Danbury | 80,893 | New Haven | 129,779 | Stamford | 122,643 |
| Hartford | 124,775 | Norwalk | 85,603 | Waterbury | 110,366 |

Population Over 130,000 (Maximum Award - \$8,230)

| Town | Census 2010 |
|------------|-------------|
| Bridgeport | 144,229 |

Instructions For Submitting Funding Application Grant Program To Support Local Prevention Councils

General Instructions

1. The application must be submitted electronically.
2. Complete all items using only the form found in Appendix B.
3. If additional sheets of paper are used, please clearly label all sheets.
4. If two or more towns apply jointly, submit only one application.
5. LPCs are strongly encouraged to submit applications no later than October 1, 2013, but the application deadline is December 31, 2013. If an application cannot be submitted by this deadline, a "Letter of Intent" (Appendix F) to apply must be filed by October 31, 2013.
6. The completed original application and one copy or any questions regarding the grant application process must be electronically submitted to the appropriate Regional Action Council:

Lower Fairfield County Regional Action Council

Ingrid Gillespie

e-mail: rac@liberationprograms.org

Towns Served: Darien, Greenwich, New Canaan, Stamford

Mid Fairfield Substance Abuse Coalition

Lisa Cooper

e-mail: lcooper@hscct.org

Towns Served: Norwalk, Weston, Westport, Wilton

Regional Youth/Adult Social Action Project

Robert Francis

e-mail: rfrancis_99@yahoo.com

Towns Served: Bridgeport, Fairfield, Monroe, Stratford, Trumbull, Easton/Redding LPC

Meriden & Wallingford Substance Abuse Council

Marlene McGann

e-mail: MAWSAC@aol.com

Towns Served: Branford, East Haven, Guilford, Hamden, Meriden, Madison, North Branford, North Haven, Wallingford

Valley Substance Abuse Action Council

Pam Mautte

e-mail: Pmautte@bghealth.org

Towns Served: Ansonia, Bethany, Derby, Milford, New Haven, Orange, Oxford, Seymour, Shelton, West Haven, Woodbridge

Middlesex County Substance Abuse Action Council

Betsey Chadwick

e-mail: betsey@mcsaac.org

Towns Served: Chester, Clinton, Cromwell, Deep River, Durham, East Haddam, East Hampton, Essex, Haddam, Killingworth, Middlefield, Middletown, Old Saybrook, Portland, Westbrook

Northeast Communities Against Substance Abuse

Bob Brex

e-mail: necasa@snet.net

Towns Served: Ashford, Brooklyn, Canterbury, Chaplin, Columbia, Coventry, Eastford, Hampton, Killingly, Lebanon, Mansfield, Plainfield, Pomfret, Putnam, Scotland, Sterling, Thompson, Union, Willington, Windham, Woodstock

Instructions For Submitting Funding Application Grant Program To Support Local Prevention Councils

Southeastern Regional Action Council

Michele Devine

e-mail: serac.ed@sbcglobal.net

Towns Served: Bozrah, Colchester, East Lyme, Franklin, Griswold, Groton, Ledyard, Lisbon, Lyme, Montville, New London, North Stonington, Norwich, Old Lyme, Preston, Salem, Sprague, Stonington, Voluntown, Waterford

East of the River Action for Substance Abuse Elimination

Bonnie Smith

e-mail: bonnie.smith@erasect.org

Towns Served: Andover, Bolton, East Hartford, East Windsor, Ellington, Enfield, Glastonbury, Hebron, Manchester, Marlborough, Somers, South Windsor, Stafford, Tolland, Vernon

Capital Area Substance Abuse Council

Wende Cooper

e-mail: wcooper@casac.org

Towns Served: Avon, Bloomfield, Canton, East Granby, Farmington, Granby, Hartford, Hartland, Newington, Rocky Hill, Simsbury, Suffield, West Hartford, Wethersfield, Windsor, Windsor Locks

Substance Abuse Action Council

Evelyn Jacobs

e-mail: ejacobs@cmhacc.org

Towns Served: Barkhamsted, Berlin, Bristol, Burlington, Colebrook, Harwinton, New Britain, New Hartford, Norfolk, Plainville, Plymouth, Southington, Torrington, Winchester

Housatonic Valley Coalition Against Substance Abuse

Allison Fulton

e-mail: housatonic.valley@snet.net

Towns Served: Bethel, Bridgewater, Brookfield, Canaan, Cornwall, Danbury, Goshen, Kent, Litchfield, Morris, New Fairfield, New Milford, Newtown, North Canaan Ridgefield, Roxbury, Salisbury, Sharon, Sherman, Warren, Washington

Central Naugatuck Valley Regional Action Council

Jennifer Dewitt

e-mail: jdewitt.FIC@sbcglobal.net

Towns Served: Beacon Falls, Bethlehem, Cheshire, Middlebury, Naugatuck, Prospect, Southbury, Thomaston, Waterbury, Watertown, Wolcott, Woodbury

Instructions For Submitting Funding Application Grant Program To Support Local Prevention Councils

Item-By-Item Instructions for Funding Application

1. Enter the date the application is completed.
2. Enter the name and address of town/organization that will receive the funding and provide that entity's Federal Employer Identification Number (FEIN).
3. Indicate if a permanent LPC has been established.
4. Enter the name, address, and telephone number of the LPC.
5. Enter the name, title, phone and fax number of the person who is the LPC contact for questions about the proposed services.
6. Enter the name, title, phone and fax number of the person who is the contact for questions about fiscal matters pertaining to the application
7. Enter the town(s) included in application.
8. Indicate whether or not any litigation is pending against your organization; if so, provide a brief explanation.
9. Indicate dollar amounts of both the program budget and funding requested.
10. For each proposed service, enter the following information:
 - a. Describe the proposed service.
 - b. Enter the Service Type and Service Type Code for the service (See Appendix C).
 - c. Enter the anticipated dates of the service.
 - d. Check whether the service is alcohol or tobacco prevention.
 - e. Enter an estimate for the number of males and females to be served.
 - f. Check the intended population for the service.
 - g. Enter an estimate for the number of service participants by age group.
 - h. Enter an estimate for the number of service participants by age racial group.
 - i. Enter an estimate for the number of service participants by Hispanic origin.
 - j. Enter an estimate for the number of hours it will take to conduct the service.
 - k. Enter an estimate for the number of hours it will take to plan and prepare for the service.
 - l. Indicate the amount of LPC grant funds allocated to the service.
 - m. Indicated the total cost of the service.
11. Describe how cultural competence will be incorporated into the proposed services.
12. Provide an itemized budget of expenses that you expect to incur in the implementation of your projects. This budget should show exactly what requested dollars will purchase. Include such expenses as: materials/supplies; equipment and equipment rentals (maximum allowed 20%); personnel costs with salary and fringe (maximum allowed 30%); printing; telephone. All expenses must be specified; do not use a "miscellaneous" or "other" category.

Instructions For Submitting Funding Application Grant Program To Support Local Prevention Councils

13. Provide a brief budget narrative explaining your proposed expenses.
14. Enter the name, title, and signature of the person certifying the application and the date signed.
15. The grant application/proposal must be signed by the mayor or first selectman (signature of town manager is acceptable). In cases where the application/ proposal is being submitted by a number of towns, the mayor or first selectman of the "lead town" must sign the application and attach letters from the mayors or first selectmen of all of the other towns involved.
16. If public school-based or public school-related programming is proposed, the Superintendent of Schools (or his/her designee) must sign the application.
17. Complete the LPC Membership List.

Instructions For Submitting Funding Application Grant Program To Support Local Prevention Councils

Appendix A: Prevention Strategies and Services

Environmental

This strategy involves establishing or changing written and unwritten community standards, codes, and attitudes, thereby influencing incidence and prevalence of the abuse of alcohol, tobacco and other drugs used in the general population. It is divided into two subcategories: **Public policy** strategies attempt to legitimize behavioral norms related to alcohol use and to decrease the problems associated with its through laws, statutes, or rules that limit access to alcohol. Lack of enforcement can undermine policy. **Enforcement** programs include surveillance, community policing, arrest of violators of laws, statutes, or rules, and imposition of penalties and fines.

Preventing Underage Sale of Tobacco for Synar Amendment - STV02

Activities intended to prevent the sale of tobacco and tobacco products to minors. They are also intended to track activities that meet the block grant requirements under the Synar amendment.

Preventing Underage Alcoholic Beverage Sales - STV03

Activities intended to prevent the sale of alcoholic beverages to minors. They are also intended to track activities such as placing signs (e.g. about drinking and pregnancy) in bars, restaurants, and other establishments and efforts to educate vendors and law enforcement personnel about these issues.

Establishing ATOD-Free Policies - STV04

Activities intended to establish places of education and workplaces free of ATOD products and use. These activities track efforts to establish or enhance school and workplace policies regarding ATOD use.

Changing Environmental Codes, Ordinances, Regulations, and Legislation - STV05

Efforts intended to change environmental codes, ordinances, regulations, or other laws to reduce the availability of access to, or incidence or prevalence of abuse of ATOD.

Public Policy Efforts - STV06

This service type involves activities to change public policy about ATOD.

Enforcement of Alcoholic Beverage Laws or Policies - CTV01

Activities that enforce the laws or policies related to underage drinking or other violations of laws related to alcohol consumption, using deterrence and incentives.

Community-Based Process

This strategy involves ongoing networking, training, and technical assistance to community groups or agencies to enhance the ability of a community to more effectively provide substance abuse prevention through collaborative groups. Services include organizing, planning, and enhancing the efficiency of services; interagency collaboration; and coalition building. Individuals involved in these strategies are members of coalitions (formal or informal) that represent various groups within the community or provide support to such groups.

Accessing Services and Funding - STC01

Accessing services and funding involves assisting communities in increasing or improving their prevention and treatment service capacity by developing resources to support those services.

Instructions For Submitting Funding Application Grant Program To Support Local Prevention Councils

Assessing Community Needs - STC02

Assisting communities in increasing or improving their prevention and treatment service capacity by developing resources to support those services.

Community/Volunteer Services - STC03

Structured prevention activities intended to impart information and teach organizational development skills to individuals or community groups.

Community Team Activities - STC05

Activities or services conducted with or sponsored by formalized community teams for the purpose of fostering, supporting, or enhancing community prevention services.

Training Services - STC06

Delivering structured substance abuse prevention training events intended to develop proficiency in prevention program design, development, delivery, and evaluation skills. (General public education or being a guest speaker at a training delivery is not included in this set of services and should be counted under Speaking Engagements under the Information Dissemination strategy).

Technical Assistance (TA) - STC08

Services provided by professional prevention staff intended to provide technical guidance to prevention programs, community organizations, and individuals to conduct, strengthen, or enhance activities to promote prevention. Services recorded under this Service Type Code should be viable technical assistance that will lead to a final product.

Systematic Planning - STC10

Structured services that help states and communities to identify prevention needs, assess existing prevention services, set priorities, and allocate prevention resources systematically, based on objective needs assessments.

Focus Groups - CTC11

Focus Groups are defined as structured interviews of 6-10 people at the same time in the same group in order to evaluate services or test new ideas.

Data Collection, Monitoring and Evaluation - CTC15

These are any services that monitor implementation and impact of interventions, including administering student surveys of ATOD use.

Information Dissemination

This strategy provides knowledge and increases awareness of the nature and extent of alcohol, tobacco and other drug use, abuse, and addiction, as well as their effects on individuals, families, and communities. It also increases awareness of available prevention and treatment programs and services.

Health Fairs - STN02

Generally, a school- or community-focused gathering, such as a carnival or bazaar, traditionally held for charity. These events offer an opportunity to disseminate materials and information on substance abuse prevention and health-related issues.

Instructions For Submitting Funding Application Grant Program To Support Local Prevention Councils

Health Promotions - STN03

A wide array of services and methods for dissemination of information intended to educate individuals, schools, families, and communities about specific substance abuse and health-related risks, risk reduction activities, and other activities to promote positive and healthy lifestyles.

A/V Material Disseminated - STN10

This prevention material involves both hearing and sight. Examples are DVDs or multimedia websites.

Printed Material Disseminated - STN11

Written materials designed to inform individuals, schools, families, and communities about the effects of substance abuse and available prevention approaches and services.

Curricula Disseminated - STN12

A course of study in prevention that includes all the materials needed for the course to be replicated, including learning goals and objectives, materials, evaluation, etc.

Periodicals Disseminated - STN13

A report giving timely prevention news or information of interest to a particular group, produced on a periodic basis, and disseminated via email, website, mail, fax or other means.

PSAs Disseminated - STN14

A media message or campaign, provided through public means at no charge, designed to inform and educate audiences concerning substance abuse and its effects on individuals, schools, families, and communities.

Resource Directories Disseminated - STN15

A resource directory is a list of substance abuse and related programs and services in a particular community, county, or state.

Media Campaigns Distributed - STN16

A media campaign involves structured activities that use print and broadcast media to deliver prevention information or health promotion messages relative to substance abuse. In contrast with PSAs, campaign messages are usually deeper and more involved.

Speaking Engagements

A wide range of prevention activities intended to impart information about substance abuse issues to general and/or targeted audiences.

Education

This strategy builds critical life and social skills through structured learning processes. Critical life and social skills include decision making, peer resistance/refusal skills, coping with stress, problem solving, interpersonal communication, critical analysis (e.g., of media messages) and systematic judgment abilities. The basis of this strategy is two-way communication and interaction between an educator/facilitator and participants.

Children of Substance Abusers Groups - STE01

Substance abuse prevention educational services targeted to youth and adults who are children of substance abusers.

Instructions For Submitting Funding Application Grant Program To Support Local Prevention Councils

Classroom Educational Services - STE02

Classroom Educational Services are prevention lessons, seminars, or workshops that are recurring and are presented primarily in a school or college classroom.

Educational Services for Youth Groups - STE03

These are structured substance abuse prevention lessons, seminars, or workshops directed to a variety of youth groups (children, teens, young adults) and youth organizations.

Parenting/Family Management Services - STE04

Structured classes and programs intended to assist parents and families in addressing substance abuse risk factors, implementing protective factors, and learning about the effects of substance abuse on individuals and families. Topics typically include parenting skills, family communications, decision-making skills, conflict resolution, family substance abuse risk factors, family protective factors, and related topics.

Peer Leader/Helper Programs - STE05

Structured, recurring prevention services that use peers (people of the same rank, ability, or standing) to provide guidance, support, and other risk reduction activities for youth or adults.

Small Group Sessions - STE06

Small Group Sessions are educational services to youth or adults in groups of not more than 16 members.

Alternatives

This strategy provides participation in services that exclude alcohol and other drugs. The purpose is to meet the needs filled by alcohol and other drugs with healthy services, and to discourage the use of alcohol and drugs through these services.

Alcohol-, Tobacco- and Other Drug-Free Social/Recreational Events - STA01

These are social and recreational activities for youth and adults that specifically exclude the use of alcohol, tobacco, and other drugs.

Community Drop-In Center Activities - STA04

Substance abuse prevention activities and events held at community drop-in centers that offer social, recreational, and learning environments free of alcohol, tobacco, and other drugs.

Community Services - STA06

Functions intended to prevent substance abuse by involving youth and adults in providing a variety of community services.

Youth/Adult Leadership Functions - STA07

These are services through which youth/adult role models work with youth to help prevent substance abuse.

Problem Identification and Referral

This strategy aims at identification of those who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavior can be reversed through education. It should be noted however, that this strategy does not include any activity designed to determine if a person is in need of treatment.

Instructions For Submitting Funding Application Grant Program To Support Local Prevention Councils

Student Assistance Programs - STP03

Structured prevention programs intended to provide substance abuse information for students whose substance abuse may be interfering with their school performance.

Prevention Assessment and Referral Services - STP06

Refers to those activities intended to provide a risk screening, assessment, and referral to prevention service populations for placement in prevention or other appropriate services.

**Instructions For Submitting Funding Application
Grant Program To Support Local Prevention Councils**

**Appendix B:
Cultural Competence Information**

Cultural Competence is defined as:

“A set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals and enable that system, agency, or those professionals to work effectively in cross-cultural situations.”

(Source: HRSA/DHHS – Indicators of Cultural Competence in Health Care Delivery Organizations)

Culturally competent services begin with understanding the meaning of diversity. Diversity is defined as all the elements of self that defines individuals as different, inclusive of the following:

- age
- ethnicity/race
- language
- political preference
- culture
- intellectual ability
- marital status
- religion
- economic status
- gender
- mental disability
- sexual orientation
- education level
- geographic home
- physical disability
- social environment

Each applicant must demonstrate how cultural competence will be achieved in proposed prevention services.

**Instructions For Submitting Funding Application
Grant Program To Support Local Prevention Councils**

**Appendix C:
Suggested Substance Abuse Prevention Activities**

Your local Regional Action Council (RAC) is well versed on the current evidence-based, best practice programs and strategies for substance abuse prevention. It is highly recommended that you contact your local RAC staff to discuss resources and options based on your local community data, readiness, capacity, and needs.

**Appendix D:
Sample Letter of Intent to Apply for LPC Grant**

<Insert Date>

<Insert RAC name and address>

This letter is to advise you that the <Insert Applicant Agency Name> intends to apply for Local Prevention Council Program funds for the 2013-2014 funding period. We will submit a completed application by <insert date when application will be submitted>.

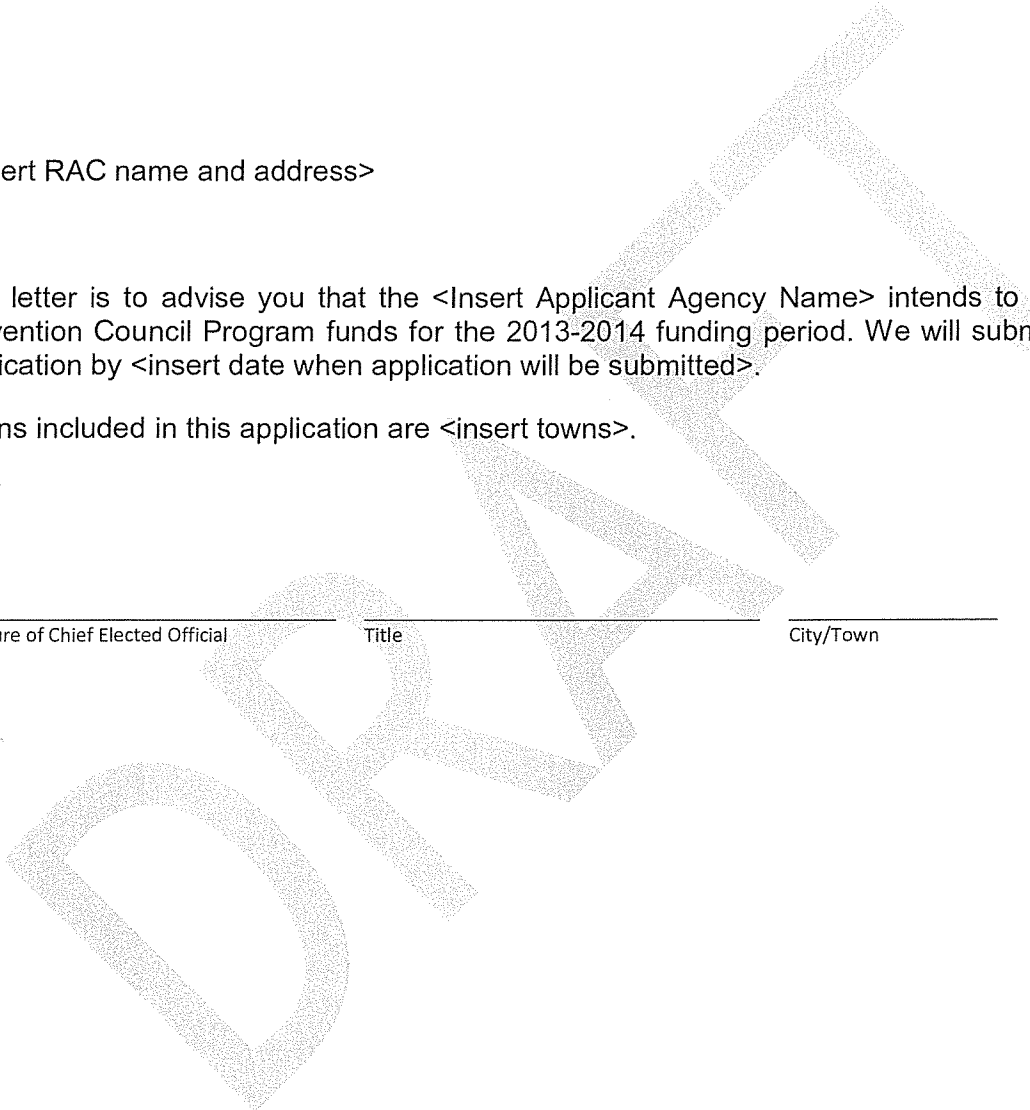
Towns included in this application are <insert towns>.

Signature of Chief Elected Official

Title

City/Town

Date



Funding Application for Grant to Support Local Prevention Council

| | | |
|------------------------|--|--|
| 1 | Application Date December 16, 2013 | Funding Start Date July 1, 2013 - June 30, 2014 |
| 2 | Applicant Agency (Legal Name & Address) Town of Colchester Youth & Social Services 127 Norwich Ave Colchester, CT 05415 | FEIN |
| 3 | Has a permanent Local Prevention Council been established? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | |
| 4 | Local Prevention Council name and address Youth FIRST Coalition c/o Colchester Youth & Social Services 127 Norwich Ave Colchester, CT 06415 | |
| 5 | LPC Contact Person (Programmatic) Valerie Geato | Telephone Number 860 537-7255 |
| | Title Director | Fax Number 860 537-0547 |
| 6 | Contact Person (Fiscal) Same | Telephone Number |
| | Title | Fax Number |
| 7 | List town(s) included in application Colchester | |
| 8 | Is litigation pending on any of the applicant organization's programs? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, briefly explain below. | |
| FUNDING SUMMARY | | |
| 9 | Total Program Budget \$3,105 | Amount Requested \$3,105 |

Funding Application for Grant to Support Local Prevention Council

| | | | | | | | | | | | | | | | | | | | |
|--|--|-----|-------|-----|-------|-----|-------|--|------|--|-------|----|-------|-----|-------|--|-------|--|-----|
| 10. Proposed Services | | | | | | | | | | | | | | | | | | | |
| a. Description of proposed service #1 Community Conversations: 1. Marijuana 2. Prescription Drugs 3. Drug free summer program | | | | | | | | | | | | | | | | | | | |
| b. Service type (Refer to Application Instructions, Appendix A) STE02, STC04 | c. Service dates Nov 7, March and May 2014 | | | | | | | | | | | | | | | | | | |
| d. Alcohol or tobacco prevention X Alcohol <input type="checkbox"/> Tobacco | e. Number of participants by gender 250 Males 250 Females | | | | | | | | | | | | | | | | | | |
| f. Service population <input type="checkbox"/> Elementary School Students <input type="checkbox"/> School staff X Middle School Students X Parents/Families X High School Students <input type="checkbox"/> Older Adults <input type="checkbox"/> Youth/Minors not in school <input type="checkbox"/> General <input type="checkbox"/> Other: _____ | g. Number of participants by age <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;">0-4</td> <td style="width: 15%;">100</td> <td style="width: 15%;">15-17</td> <td style="width: 15%;">120</td> <td style="width: 15%;">25-44</td> </tr> <tr> <td></td> <td>5-11</td> <td></td> <td>18-20</td> <td>30</td> <td>45-64</td> </tr> <tr> <td>250</td> <td>12-14</td> <td></td> <td>21-24</td> <td></td> <td>65+</td> </tr> </table> | | 0-4 | 100 | 15-17 | 120 | 25-44 | | 5-11 | | 18-20 | 30 | 45-64 | 250 | 12-14 | | 21-24 | | 65+ |
| | 0-4 | 100 | 15-17 | 120 | 25-44 | | | | | | | | | | | | | | |
| | 5-11 | | 18-20 | 30 | 45-64 | | | | | | | | | | | | | | |
| 250 | 12-14 | | 21-24 | | 65+ | | | | | | | | | | | | | | |
| h. Number of participants by race 480 White 10 Black/African American 2 Asian 2 American Indian/Alaska Native 6 Multiracial Native Hawaiian/Pacific Islander | i. Number of participants by Hispanic origin 20 Hispanic/Latino 480 Not Hispanic/Latino | | | | | | | | | | | | | | | | | | |
| j. Number of hours it will take to conduct service 6 | k. Number of hours it will take to plan/prepare for service 10 | | | | | | | | | | | | | | | | | | |
| l. Amount of LPC funds used on this service 1,800 | m. Total cost of service 1,800 | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | |
|--|---|----|-------|-------|-------|-------|--|------|--|-------|-------|----|-------|--|-------|-----|
| a. Description of proposed service #2 Peer to Peer Education Substance Abuse Education Campaign | | | | | | | | | | | | | | | | |
| b. Service type (Refer to Application Instructions, Appendix A) STE05 | c. Service dates Feb-May 2013 | | | | | | | | | | | | | | | |
| d. Alcohol or tobacco prevention <input type="checkbox"/> Alcohol X Tobacco | e. Number of participants by gender 30 Males 50 Females | | | | | | | | | | | | | | | |
| f. Service population <input type="checkbox"/> Elementary School Students <input type="checkbox"/> School staff X Middle School Students <input type="checkbox"/> Parents/Families X High School Students <input type="checkbox"/> Older Adults <input type="checkbox"/> Youth/Minors not in school <input type="checkbox"/> General <input type="checkbox"/> Other: _____ | g. Number of participants by age <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;">0-4</td> <td style="width: 15%;">40</td> <td style="width: 15%;">15-17</td> <td style="width: 15%;">25-44</td> </tr> <tr> <td></td> <td>5-11</td> <td></td> <td>18-20</td> <td>45-64</td> </tr> <tr> <td>80</td> <td>12-14</td> <td></td> <td>21-24</td> <td>65+</td> </tr> </table> | | 0-4 | 40 | 15-17 | 25-44 | | 5-11 | | 18-20 | 45-64 | 80 | 12-14 | | 21-24 | 65+ |
| | 0-4 | 40 | 15-17 | 25-44 | | | | | | | | | | | | |
| | 5-11 | | 18-20 | 45-64 | | | | | | | | | | | | |
| 80 | 12-14 | | 21-24 | 65+ | | | | | | | | | | | | |
| h. Number of participants by race 110 White 5 Black/African American Asian 2 American Indian/Alaska Native 3 Multiracial Native Hawaiian/Pacific Islander | i. Number of participants by Hispanic origin 4 Hispanic/Latino 116 Not Hispanic/Latino | | | | | | | | | | | | | | | |
| j. Number of hours it will take to conduct service 4 | k. Number of hours it will take to plan/prepare for service 8 | | | | | | | | | | | | | | | |
| l. Amount of LPC funds used on this service \$700 | m. Total cost of service \$700 | | | | | | | | | | | | | | | |

Funding Application for Grant to Support Local Prevention Council

11 How different cultures will be addressed in all services (see Appendix D)

10. Proposed Services

| | |
|--|---|
| a. Description of proposed service #3 | |
| Community Wide Prescription Drug Abuse Education Campaign | |
| b. Service type (Refer to Application Instructions, Appendix A) STN16 and STN11 | c. Service dates Feb-May 2013 |
| d. Alcohol or tobacco prevention <input type="checkbox"/> Alcohol <input type="checkbox"/> Tobacco | e. Number of participants by gender 1750 Males 1700 Females |
| f. Service population <input type="checkbox"/> Elementary School Students <input checked="" type="checkbox"/> School staff <input checked="" type="checkbox"/> Middle School Students <input checked="" type="checkbox"/> Parents/Families <input checked="" type="checkbox"/> High School Students <input checked="" type="checkbox"/> Older Adults Youth/Minors not in school <input checked="" type="checkbox"/> General <input type="checkbox"/> Other: _____ | g. Number of participants by age 0-4 700 15-17 1200 25-44 5-11 50 18-20 350 45-64 800 12-14 50 21-24 300 65+ |
| h. Number of participants by race 3250 White 85 Black/African American 10 Asian 25 American Indian/Alaska Native 85 Multiracial Native Hawaiian/Pacific Islander | i. Number of participants by Hispanic origin 100 Hispanic/Latino 3350 Not Hispanic/Latino |
| j. Number of hours it will take to conduct service 8 | k. Number of hours it will take to plan/prepare for service 25 |
| l. Amount of LPC funds used on this service 605 | m. Total cost of service 605 |

| | |
|---|---|
| a. Description of proposed service #4 | |
| | |
| b. Service type (Refer to Application Instructions, Appendix A) | c. Service dates |
| d. Alcohol or tobacco prevention <input type="checkbox"/> Alcohol <input type="checkbox"/> Tobacco | e. Number of participants by gender Males Females |
| f. Service population <input type="checkbox"/> Elementary School Students <input type="checkbox"/> School staff <input type="checkbox"/> Middle School Students <input type="checkbox"/> Parents/Families <input type="checkbox"/> High School Students <input type="checkbox"/> Older Adults <input type="checkbox"/> Youth/Minors not in school <input type="checkbox"/> General <input type="checkbox"/> Other: _____ | g. Number of participants by age 0-4 15-17 25-44 5-11 18-20 45-64 12-14 21-24 65+ |
| h. Number of participants by race White Black/African American Asian American Indian/Alaska Native Multiracial Native Hawaiian/Pacific Islander | i. Number of participants by Hispanic origin Hispanic/Latino Not Hispanic/Latino |
| j. Number of hours it will take to conduct service | k. Number of hours it will take to plan/prepare for service |
| l. Amount of LPC funds used on this service | m. Total cost of service |

Funding Application for Grant to Support Local Prevention Council

The Local Prevention Council will strive to serve all people in ways that are meaningful to them. We will make every effort to understand and respect beliefs, traditions, lifestyles and expectations to encourage sharing, bonding, and personal growth and will incorporate these ideals in our services. Staff members and facilitators have participated in cultural competence training as well.

ITEMIZED BUDGET SCHEDULE 4b

| | | |
|-----------|--|---|
| 12 | Source and amount of income LPC Grant : 3,105 | Program expenses Contracted facilitators = 1,200 Refreshments = 600 Giveaways/Incentives = 800 Materials/Printed supplies = 505 |
|-----------|--|---|

BUDGET NARRATIVE

13 Briefly describe proposed expenses listed on Schedule 4b

Community Conversations are designed to educate parents and youth about drug trends and substance abuse prevention. Participation is encouraged through school extra credit, free dinner and giveaways. Topics will include: Marijuana (Weeding out the Truth), Preventing Prescription Drug Abuse, and Having a drug and alcohol free summer. Program expenses will include a speaker, pizza, and handouts.

Community Wide Prescription Drug Abuse Education Campaign will be aimed at preventing RX drug abuse and limiting access to prescriptions in the home. Activities will include media campaign, partnering with pharmacies to share written information, educating seniors through the senior center, parent education and youth programs. Program expenses include: printed materials, curriculums, giveaways and advertising.

Peer to Peer substance abuse prevention campaign involves the high school group PAL (Peer Advocate League) developing a program for middle school students to teach them about the dangers of drug and alcohol use. PAL is designing the program and banners and printed materials that will reinforce the message.

14 I certify that to the best of my knowledge and belief, the information in this application is true and correct, the document has been duly authorized by the governing body of the contractor, the contractor has legal authority to apply for assistance, the contractor will comply with applicable state and/or federal regulations, and that I am a duly authorized signatory for the contractor.

| Name (Print Or Type) | Title | Signature | Date |
|----------------------|--------------|----------------------|---------------|
| Valerie Geato | YSB Director | <i>Valerie Geato</i> | Dec. 20, 2013 |

AUTHORIZING SIGNATURE(S)

15 In order for this application to be considered for funding, it must be signed by the chief elected municipal official (mayor or first selectman) or the Town Manager. In cases of a multi-town application, this application must be accompanied by authorizing letters from each chief elected official (or Town Manager) of the towns involved.

| Name (Print Or Type) | Title | Signature | Date |
|----------------------|-----------------|-----------|---------------|
| Gregg Schuster | First Selectman | | Dec. 20, 2013 |

16 If public school-based or public school-related program activities are proposed, the signature of Superintendent of Schools (or his/her designee) of local and/or regional education agency is required.

| Name (Print Or Type) | Title | Signature | Date |
|----------------------|-------|-----------|------|
| | | | |

Funding Application for Grant to Support Local Prevention Council

Four Types of Coalitions


| | |
|--|-----------------------------------|
| | <h1>Four Types of Coalitions</h1> |
|--|-----------------------------------|

| Coalition Type | Examples |
|---------------------------|--|
| Community Mobilization | Restricting alcohol and tobacco billboards around schools, eliminating the sale of paraphernalia in local stores, making environmental changes |
| Comprehensive | Regional efforts in data collection, information dissemination, advocacy, and funding (SERAC) |
| Service/program Delivery | Parenting classes, life skills, after-school mentoring, drug awareness and prevention classes |
| Activity or event focused | Community conversations, forums, town hall meetings, school fairs, open house |

Funding Application for Grant to Support Local Prevention Council

| | |
|----------------|---|
| Capacity | <p>An ongoing stage for many coalitions and community groups. It involves having a balanced and diverse representation from 12 community sectors. Strong capacity building has a strong 'hub' of members and partners (members are individuals, groups, or organizations that send formal representation to meetings to be involved in planning and evaluations whereas partners are additional groups, organizations, and/or other coalitions that work together on specific projects of common interest).</p> <p><u>Activities may include:</u></p> <p>Capacity building includes assessing the levels of interest and the needed level of involvement to be successful. Involves concrete documentation on the planning and action steps for engagement and recruitment of new members and partners.</p> |
| Planning | <p>After a problem or area of concern is identified by the community, the group should decide what change or outcome they would like to accomplish. From here it should also be decided what strategy will achieve the outcome. This is based in broad theories such as information dissemination, enhancing skills, providing supports, reducing barriers, changing physical design, and making environmental changes.</p> <p><u>Activities may include:</u></p> <p>Set goals of expected accomplishments through the use of percentages of increases or decreases, targeted populations, specific behaviors, and/or projected dates. Specific action steps should be outline. Action steps would include information on what needs to be done step by step and who will be responsible for doing it as well as what resources will be needed.</p> |
| Implementation | <p>All members, not staff, are responsible for implementation. Ideally, the coalition should be implementing evidence-based strategies. It is important to know what type of intervention (universal, selected, and indicated) is being implemented</p> <p><u>Activities may include:</u></p> <p>Identified strategies and actions should be monitored by the coalition throughout the process in order to affectively address any concerns, challenges, and issues that may arise</p> |
| Evaluation | <p>How are the effects and activities being measured in order to show that they are indeed having an impact on the identified problem? The coalition may decide to collect data in qualitative ways such as focus groups and stakeholder interviews. It may decide to collect quantitative data through surveys. It is important not only to collect data but to share it with all the coalition members and the community at large. Most importantly it is crucial to decide what you will do with the data once you have it.</p> <p><u>Issues to consider:</u></p> <p>Will it be used to seek further funding? Does the coalition need to recruit different members? Does want address a specific substance of concern or a targeted population? Can the data that has been collected be used to change policies and legislation?</p> |
| Assessment | <p>A comprehensive description of your target community (however your members define community). It involves gathering and analysis of data in regards to identifying and addressing local alcohol, tobacco, and other substance abuse problems</p> <p><u>Activities may include:</u></p> <p>Assessing risk and protective factors, continuum of services and supports in the prevention, treatment, and recovery of alcohol, tobacco, and other substance abuse problems, demographic characteristics of the community, existing efforts, existing resources, and the current gaps in your community</p> |

Town of Colchester Interoffice Memorandum

To: Gregg Schuster, First Selectman
From: James Paggioli, L.S., Director of Public Works
CC:
Date: January 13, 2014 
Re: Award recommendation RFP 2013- 19 Town Hall and School Security Improvements RFP #2013-19 with Addendum #1.

I have reviewed the submitted responses for the Town Hall and School Security Improvements RFP #2013-19 with Addendum #1. There were 6 responses to the request. Upon evaluation of the prices submitted (See Attached Tabular Results), the lowest qualified bidder is identified as Associated Security Corporation.

Based upon the tabulation and the above, I recommend that the Town Hall and School Security Improvements RFP #2013-19 with Addendum #1. Be awarded to Associated Security Corporation, of East Hartford, CT with the IP Camera Option, and the Alternative #1 also being awarded, for an amount of \$57,366.

Proposed Motion: **That the Board of Selectmen enter into a contract with Associated Security for the supplying of Town Hall and School Security Improvements as detailed in the Town of Colchester RFP #2013-19 and to award the base and alternative #1 therein. To hereby authorize the First Selectman, with consultation of the Superintendent of Schools to sign and deliver said agreement and necessary documents required.**

Town of Colchester
And
Colchester Public Schools
127 NORWICH AVENUE, SUITE 201 & 202
COLCHESTER, CT., 06415-1260

Gregg Schuster
First Selectman

(860) 537 - 7220
FAX: 537 - 0547

Jeff Matthieu
Superintendent of Schools

(860) 537 - 7260
FAX: 537 - 1252

Bid # 2013-19

Request for Proposals
Town Hall and School Security Improvements

BID # 2013-19

Bids shall be addressed to 1st Selectman, Gregg Schuster, 127 Norwich Avenue, Suite 201, Colchester, Connecticut. 06415 on or before **2:00 P.M. October 18, 2013.**

Bids shall be submitted in a sealed envelope clearly marked, "Town Hall and School Security Improvements" Bid opening shall take place at the Colchester Town Hall, Office of the 1st Selectman, 127 Norwich Avenue, Suite 201, Colchester, CT. 06415 at **2:00 P.M. October 18, 2013.**

A Mandatory Pre-Bid Meeting will occur on October 10, 2013 at 1:00 pm at Town Hall 127 Norwich Avenue, Colchester, CT for bidders. Site Visits may be scheduled following the meeting.

Any questions concerning this bid may be answered by contacting James Paggioli, L.S., Town of Colchester Director of Public Works, at (860) 537-7288.

No right shall accrue to any person submitting a bid until such bids have been accepted and contract awarded in writing by the duly authorized representative of the Colchester Board of Selectman. The Colchester Board of Selectman reserves the right to reject any and all bids and to accept the lowest responsible bidder, and to waive any informalities, omissions, excess verbiage, or technical defects in the Bidding, if, in the opinion of the Board of Selectman, it would be in their best interest to do so.

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RFP #2013 -19
BID FORM

BIDDERS: COMPLETE ALL INFORMATION REQUESTED BELOW. BIDDER MUST SIGN BID FORM.

COMPANY NAME & ADDRESS: _____

TELEPHONE #: _____ - _____

FAX #: _____ - _____

EMAIL: _____

REPRESENTED BY: _____
(Name & Title)

INSTRUCTIONS: *The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the school and Specifications contained herein affecting the cost of the work, hereby proposes to furnish the Town of Colchester / Colchester Public Schools with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications, for the sums as indicated below.*

| <u>Item #</u> | <u>Description</u> | <u>Price for Item</u> |
|---------------|--|-----------------------|
| 1 | Town Hall: Expandable 4 Door Card Access System Inclusive of Card Access Reader Installed at Four (4) Door Locations. Lump Sum Complete, Installed: | _____ |
| 2 | Town Hall: Closed Circuit Television Camera System Lump Sum Complete, Installed: | _____ |
| 3 | Bacon Academy: Expandable 4 Door Card Access System Inclusive of Card Access Reader Installed at Four Door Locations (#1 - #4). Lump Sum Complete, Installed: | _____ |
| 4 | Bacon Academy: DEDUCT from Item #3 Above for Elimination of Installation of Card Reader at Door #4: | _____ |

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- 5 Bacon Academy: **DEDUCT** from Item #3 Above for Elimination of Installation of Card Reader at Door #3: _____

- 6 William J. Johnston Middle School: Expandable 4 Door Card Access System Inclusive of Card Access Reader Installed at Four Door Locations #1 - #4. Lump Sum Complete, Installed: _____

- 7 William J. Johnston Middle School: **DEDUCT** from Item #6 Above for Elimination of Card Reader at Door #4: _____

- 8 William J. Johnston Middle School: **DEDUCT** from Item #6 Above for Elimination of Card Reader at Door #3: _____

- 9 Jack Jackter Intermediate School: Expandable 4 Door Card Access System Inclusive of Card Access Reader Installed at Four Door Locations #1 - #4. Lump Sum Complete, Installed: _____

- 10 Jack Jackter Intermediate School: **DEDUCT** for Elimination of Card Reader at Door #4: _____

- 11 Jack Jackter Intermediate School: **DEDUCT** for Elimination of Card Reader at Door #3: _____

- 12 Colchester Elementary School: Expandable 4 Door Card Access System Inclusive of Card Access Reader Installed at Four Door Locations #1 - #4. Lump Sum Complete, Installed: _____

- 13 Colchester Elementary School: **DEDUCT** for Elimination of Card Reader at Door #4: _____

- 14 Colchester Elementary School: **DEDUCT** for Elimination of Card Reader at Door #3: _____

- 15 Annual Maintenance - Service Charge **PER LOCATION** for Expandable 4 Door Card Access System Inclusive of Card Access Readers at Four (4) Door Locations. (Reference Items 1, 3, 6, 9 & 12 Above.) Annual Fee: _____

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16 Annual Maintenance - Service Charge **DEDUCT** from
Item #15 Above for Each Door Card Access Reader
Location Eliminated: _____

17 Annual Maintenance - Service Charge for Town Hall
Closed Circuit Television Camera System.
(Reference Item #2 Above.)
Annual Fee: _____

Alternate #1

1 Cragin Library: Closed Circuit Television Camera System
Lump Sum Complete, Installed: _____

2 Annual Maintenance - Service Charge for Cragin Library
Closed Circuit Television Camera System.
(Reference Alternate #1 Item #1 Above.)
Annual Fee: _____

Bidders Name (print)
Bidders Address: _____

Authorized Signature

Bidders Phone

Bidders FAX

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Superintendent of Schools
BID #2013-19

(860) 537 - 7260
FAX: 537 - 1252

General Specifications

All bids must be submitted on the enclosed "Bid Form" *No Exceptions*. Bidder shall provide information regarding the bidder's qualifications, company history, etc. on separate sheets.

Scope: This contract shall be defined as, but not limited to:

- a. Shall consist of furnishing all materials, saw cutting, labor, supervision, equipment, tools, supplies, wiring, configuration and all other expenses necessary to provide full installation of components required.
- b. Should funds allow or become available, additional work may be added to the project. The Town also reserves the right to deduct estimated work as required. The quantities listed are estimated for the envisioned work at the Town Hall and Schools listed. Other locations may be added dependent on available funds.
- c. The Town recognizes that the technology involved with Security Systems is constantly evolving, and bidders may submit systems and/or components that exceed the requirements of the Town, but may be more cost effective. Such alternative system enhancement may be submitted and be evaluated by the Town, however the Town will select a system that represents the Town best interest, as the Town alone determines.
- d. Bidders are required attend any mandatory pre-bid meetings and to perform on site inspections of the areas where systems are to be installed in accordance to the instructions at the pre-bid meeting, and be familiar with the work areas. No additional payments shall be made for work that should be apparent to competent installers. Coordination and direction of cable runs shall be made with the concurrence of Town Staff. Should conflict occur between contractor and project staff in regard to location of equipment, project staff shall have the final determination.
- e. Quality of workmanship shall be in accordance with generally accepted industry standards, including acceptable finish, work area safety, and quantity of production. Contractor shall be aware that the Town Hall is a publicly utilized facility and make a necessary consideration to maintain public access during construction and scheduling of work. Contractor shall also be responsible for the protection of finish work prior to acceptance and opening an area to the public.
- f. Submittals shall be provided for systems submitted for consideration of this bid. Any systems submitted shall be expandable for future expansion of the system and additional components. All components shall be open source, and non proprietary in nature.
- g. Bidders are to comply with all applicable laws and regulations in regard to construction activities, i.e. OSHA standards, Material Protocols, A.D.A. Regulations, C.B.Y.D., etc.

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- h. All Bidders, by signing the Bid Schedule, attests that they, and the employees assigned to perform the work as stipulated, hold a current license to perform the work as described (if applicable).

Specifications:

Item 1: Expandable 4 Door Card Access System.

Locations to Be Installed: Town Hall, Bacon Academy, William J. Johnston Middle School, Jack Jackter Intermediate School, Colchester Elementary School.

System shall be for the installation of Remote Access system for doors at each of the facilities listed. At the present time, Access Doors for each location is limited to 4 doors at each location; however software and control system shall be capable of allowing full expansion of the system to the full implementation throughout facilities of the Town and School District, which may include individual room doors and access to secure areas throughout each of the buildings. Control system shall be a single point of access programming control such that the access rights of card holders can be entered, edited, and/or terminated at single point system wide for all systems. Control System shall be programmable for hours of operation, Identification of users and recording of access by said users. Said control point and system may be and is encouraged to be web based with secure log in. System shall include Door proximity sensors, all required wiring, request to exit buttons and controls, required power supplies including electrical power wiring, relays and controllers, exit detector with tamper and timers sensors, and 100 card type programmable badges per location. Said badges shall be Kantech HID-C1386KSF ISOProx II card, KSF K11101 format or equal and be capable of being printed upon for use as ID badges. Magnetic strip card swipe systems shall not be accepted.

Said remote system, locks and controllers shall be connected to circuits that are served by each location's Emergency Generator power source. Doors connected to the system shall be fitted with a minimum of a two (2) ton electronic/magnetic controlled lock latch. Subcontracting of the Lock smith and electrician services is allowed and said subcontractor shall be identified and qualifications listed within submittals.

Item 2: Annual Maintenance -Service Charge for Item #1

Item includes fees for annual service and maintenance of each system supplied under Item#1 above for a 5 year period. Said price shall be a fixed annual price for all expenses of ordinary maintenance and repair of the system for issues arising from normal wear and tear.

Item 3: Closed Circuit Television Camera System

Locations to be installed: Town Hall

Closed Circuit Camera System shall include all power supplies, cameras, minimum of 17" LCD monitor supporting a minimum 1280x1024 resolution, VGA with audio, and DVR system capable of supporting a minimum of 16 channels, 1TB USB, DVD, mouse

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and remote. All wiring and including any electrical power connection are to be included with this item. Said Electrical power shall be connected to circuits that are served by the Emergency Generator power source. Cameras shall be High definition Vandal Dome, 600TVL, TDN, D-WDR, 2.8-12mm, 12VDC/24VAC, Clear bubble or equal. Camera/DVR system shall be identifiable and capable of being monitored by remote users via internet based computer and smart phone applications via secured log-in protocol. In order to maintain security of the system, the location is envisioned to have 13 individual camera location for the required level of service with two power supplies required.

Item 4: Annual Maintenance -Service Charge for Item #3

Item includes fees for annual service and maintenance of each system supplied under Item#3 above for a 5 year period. Said price shall be a fixed annual price for all expenses of ordinary maintenance and repair of the system for issues arising from normal wear and tear.

ALTERNATE #1

Item #1: Closed Circuit Television Camera System

Locations to be installed: Cragin Library

Closed Circuit Camera System shall include all power supplies, cameras, minimum of 17" LCD monitor supporting a minimum 1280x1024 resolution, VGA with audio, and DVR system capable of supporting a minimum of 16 channels, 1TB USB, DVD, mouse and remote. All wiring and including any electrical power connection are to be included with this item. Said Electrical power shall be connected to circuits with sufficient capacity. Should additional circuits be required, they shall be included within the item. Cameras shall be High definition Vandal Dome, 600TVL, TDN, D-WDR, 2.8-12mm, 12VDC/24VAC, Clear bubble or equal. Camera/DVR system shall be identifiable and capable of being monitored by remote users via internet based computer and smart phone applications via secured log-in protocol. In order to maintain security of the system, the location is envisioned to have 4 individual camera locations for the required level of service with two power supplies required.

Item 2: Annual Maintenance -Service Charge for Alternate #1 Item #1

Item includes fees for annual service and maintenance of each system supplied under Item#3 above for a 5 year period. Said price shall be a fixed annual price for all expenses of ordinary maintenance and repair of the system for issues arising from normal wear and tear.

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USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor shall undertake, at his/her own expense:

1. To take every precaution against injuries to persons or damage to property. There may be children and staff present during the hours the Contractor may be working. The Contractor shall be aware at all times that additional safety considerations should be taken. Particular care shall be taken by the Contractor and all those in his/her employ that all tools, equipment, ladders, materials, etc. are not left unsupervised.
2. To store his/her apparatus, materials, equipment and supplies in such orderly fashion at the site of work as will not unduly interfere with the normal operation of the Colchester Public Schools, the progress of the Contractor's work or the work of others.
3. To clean frequently all refuse, scrap, and debris caused by his/her operations and to legally dispose of same away from the site, so that the work site is maintained in a neat, workmanlike appearance.
4. Before final payment, to remove all surplus materials and debris of any nature resulting from his/her operations and to legally dispose of same away from the site, so that the site is left in a neat, orderly, and workmanlike condition.

EXPECTATIONS of EMPLOYEE BEHAVIOR

The Contractor shall ensure from ALL EMPLOYEES engaged in the work embraced in this Contract the standards of behavior to follow. "ALL EMPLOYEES" includes the Contractor and his/her employees and all the employees of his/her subcontractors. If any person employed on the work by the Contractor, and/or subcontractor, shall violate the standards of behavior listed below, or violates a standard of behavior not specifically identified but that a reasonable person would consider a reasonable expectation of behavior, he/she shall be discharged immediately upon the request of the Colchester Public Schools and shall not again be employed on the work.

1. The Contractor shall not permit any employee to have any interaction what so ever with any student, or minor visitor, in or on school property.
2. The Contractor shall neither permit nor suffer the introduction or use of spirituous liquors or tobacco products in or on school property.
3. Narcotics or other controlled substances of any kind, unless ordered by a physician, are prohibited. If narcotics, or other controlled substances of any kind, are ordered by a physician for an employee providing work under this Contract the Contractor shall have a letter from the employee's physician stating that the employee is competent to perform his/her duties while taking said narcotics or other controlled substances of any kind.
4. The Contractor shall not permit any employee to use foul or inappropriate language in or on school property.
5. The Contractor shall ensure that all employees dress appropriately. Shirts and work shoes shall be worn at all times.

Time for Completion of Work Scope

Initial work scope shall be completed within 90 days from date of written Notice to Proceed.

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Contractor to be aware that there may be weekdays during that period they are unable to conduct work due to Holidays or Elections being conducted at the Town Hall or Schools and shall plan work and protection of work accordingly.

Basis of Award: This contract will be awarded to the *lowest responsible qualified bidder* meeting specifications or providing a proposal that at the sole discretion of the Town, meets the needs and performance criteria of the Town.

Bid Award: Once the Lowest Responsible Qualified Bidder has been identified and award of the bid is authorized, the Purchasing Agent shall prepare or cause to be prepared: (1) a purchase order to confirm the bid award or 2) when required, a contract. The Purchasing Agent will bring the recommendation forward to the Board of Selectman for approval as required by the Town Charter, State Statutes, and the Town of Colchester Purchasing policy.

Bond Requirement and Guarantee

The bidder selected to perform work under this contract is required to provide a Payment and Performance Bond in the full amount of the work awarded. Original signed and sealed copies of bonds shall be provided to the Town prior to the Notice to Proceed being issued.

1. Insurance: INSURANCE REQUIREMENTS:

The vendor shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Colchester as additional insured, must be submitted at the time of award.

A. Commercial General Liability:

Limits of Liability:-Each Occurrence - \$1,000,000 General Aggregate - 2,000,000

includes coverage for:

- 1. Products/Completed Operations.
- 2. Contractual Insurance.
- 3.. Broad Form Property Damage.
- 4. Independent Contractors.
- 5. Personal Injury.
- 6. Premises-Operations.

B. Auto Liability - Combined Single Limit \$1,000,000

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C. Owners Contractors Protective Liability (OCP) in the name of The Town of Colchester:

Each Occurrence - \$1,000,000

General Aggregate - \$1,000,000

E. Worker's Compensation - Statutory

F. The Town of Colchester shall be listed as additional insured on Commercial General Liability policies.

G. The contract of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

The contractor shall defend, save harmless and indemnify the Town of Colchester, its officers, agents, employees, and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the contractor agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the contractor's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town, or any of their respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the contractor's performance or lack of performance of the Contract or arising from the enforcement of this provision.

Security: A background check sheet must be completed for each employee who will be working in our facilities prior to commencement of any work. (Attachment A)

All workers must have ID's designating them as employees of the Contractor The ID's (badges) must be worn and visible at all times while on Town property.

Site Visits: There will be a mandatory Pre-Bid Meeting at 1:00 pm on October 10, 2013 at Town Hall 127 Norwich Avenue, Colchester, CT. Site Visits will be scheduled following the meeting. It shall be the responsibility of the bidder to visit the various schools and town buildings, at the time provided following the pre-bid meeting, accompanied by staff, to review conditions that may affect service or repairs. By submitting a bid the bidder acknowledges that he/she has visited the site to determine all existing conditions and cannot make claim against Town of Colchester or Colchester Public Schools for mistakes in the bid. All vendor representatives must have an ID badge with company logo and their name, to be worn / visible at all times while on Town / school property.

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Damages: Successful bidder shall be held responsible for any damages to existing structures, systems, or equipment caused by vendor due to negligence. Any subsequent repair shall be done at no additional cost to the Town.

Invoicing: Contractor shall prepare invoicing for payment for completed work that has been inspected and accepted by the First Selectman or his designee, either at the completion of all work or in 30 day periods for portions of the work that has been completed, inspected and approved as above.

References: Vendor must supply three (3) references where similar work was performed within the last 3 years.

BID # 2103-19
Town of Colchester & Colchester Public Schools
Town Hall and School Security Improvements

Attachment A

Background Check Sheet

The following form must be completed for all individuals working in Town facilities and submitted prior to the commencement of work.

Please type or print in ink:

Service being performed: _____

Social Security #: _____

Name: _____
Last First MI

Current Address: _____

Current Phone #: _____

- A. Have you ever been convicted of a crime? Yes No

- B. As of this date, are criminal charges pending? Yes No

- C. If you answered "Yes" to either of the above questions, please explain. (Conviction of a crime is not an absolute bar to working in our schools. Rather, the Board will consider the following factors: (a) nature of the crime and its relationship to the job in question; (b) information concerning rehabilitation; and (c) the amount of time elapsed since the conviction or release from custody.)

Signature

Date

Bid # 2013-19

Request for Proposals Town Hall and School Security Improvements Addendum #1

Date 10/15/2013

- 1) The Bid due date for submittal shall be extended two weeks such that the Bids shall be due on or before November 1, 2013 on or before 2:00 P.M. Bids shall be addressed to 1st Selectman, Gregg Schuster, 127 Norwich Avenue, Suite 201, Colchester, Connecticut. 06415. Bids shall be submitted in a sealed envelope clearly marked, "Town Hall and School Security Improvements" Bid opening shall take place at the Colchester Town Hall, Office of the 1st Selectman, 127 Norwich Avenue, Suite 201, Colchester, CT. 06415 at 2:00 P.M. November 1, 2013.
- 2) The Town of Colchester shall coordinate and pay for necessary relay connections for the Fire Alarm activation/disengagement required to meet Building Code requirements.
- 3) On existing double door entrances, only one door must be made accessible to the Electronic Card Access system. The others may remain as mechanical ingress and egress systems.

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RFP #2013-19
BID FORM

BIDDERS: COMPLETE ALL INFORMATION REQUESTED BELOW. BIDDER MUST SIGN BID FORM.

COMPANY NAME & ADDRESS: Associated Security Corporation

16 Pitkin Street, East Hartford CT 06108

TELEPHONE #: 860 ___ - 528 9674 _____

FAX #: 860 ___ - 291 8156 _____

EMAIL: bret@associatedsecuritycorp.com

REPRESENTED BY: Bret Andersen (Vice President)
 (Name & Title)

INSTRUCTIONS: *The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the school and Specifications contained herein affecting the cost of the work, hereby proposes to furnish the Town of Colchester / Colchester Public Schools with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications, for the sums as indicated below.*

| <u>Item #</u> | <u>Description</u> | <u>Price for Item</u> |
|---------------|--|-------------------------------------|
| 1 | Town Hall: Expandable 4 Door Card Access System Inclusive of Card Access Reader Installed at Four (4) Door Locations. Lump Sum Complete, Installed: | \$13,796.00 _____ |
| 2 | Town Hall: Closed Circuit Television Camera System Lump Sum Complete, Installed: | \$6,994.40 9255 12/11/13 |
| 3 | Bacon Academy: Expandable 4 Door Card Access System Inclusive of Card Access Reader Installed at Four Door Locations (#1 - #4). Lump Sum Complete, Installed: | \$6,750 _____ |
| 4 | Bacon Academy: DEDUCT from Item #3 Above for Elimination of Installation of Card Reader at Door #4: | \$5,250 _____ |

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- | | | |
|----|---|---|
| 5 | Bacon Academy: DEDUCT from Item #3 Above for Elimination of Installation of Card Reader at Door #3: | <u>\$5,250</u> |
| 6 | William J. Johnston Middle School: Expandable 4 Door Card Access System Inclusive of Card Access Reader Installed at Four Door Locations #1 - #4. Lump Sum Complete, Installed: | <u>\$6,750</u> |
| 7 | William J. Johnston Middle School: DEDUCT from Item #6 Above for Elimination of Card Reader at Door #4: | <u>\$5,250</u> |
| 8 | William J. Johnston Middle School: DEDUCT from Item #6 Above for Elimination of Card Reader at Door #3: | <u>\$5,250</u> |
| 9 | Jack Jackter Intermediate School: Expandable 4 Door Card Access System Inclusive of Card Access Reader Installed at Four Door Locations #1 - #4. Lump Sum Complete, Installed: | <u>\$5,850</u> |
| 10 | Jack Jackter Intermediate School: DEDUCT for Elimination of Card Reader at Door #4: | <u>\$4,350</u> |
| 11 | Jack Jackter Intermediate School: DEDUCT for Elimination of Card Reader at Door #3: | <u>\$4,350</u> |
| 12 | Colchester Elementary School: Expandable 4 Door Card Access System Inclusive of Card Access Reader Installed at Four Door Locations #1 - #4. Lump Sum Complete, Installed: | <u>\$3,650</u> |
| 13 | Colchester Elementary School: DEDUCT for Elimination of Card Reader at Door #4: | <u>\$3,275</u> |
| 14 | Colchester Elementary School: DEDUCT for Elimination of Card Reader at Door #3: | <u>\$3,275</u> |
| 15 | Annual Maintenance - Service Charge PER LOCATION for Expandable 4 Door Card Access System Inclusive of Card Access Readers at Four (4) Door Locations. (Reference Items 1, 3, 6, 9 & 12 Above.) Annual Fee: | <u>(\$4,300 For 4 sites) (\$1,075 for 1 site)</u> |

Town of Colchester
And
Colchester Public Schools
 127 NORWICH AVENUE, SUITE 201 & 202
 COLCHESTER, CT., 06415-1260

Gregg Schuster
 First Selectman

(860) 537 - 7220
 FAX: 537 - 0547

Jeff Matthieu
 Superintendent of Schools

(860) 537 - 7260
 FAX: 537 - 1252

- 16 Annual Maintenance - Service Charge **DEDUCT** from
 Item #15 Above for Each Door Card Access Reader
 Location Eliminated: \$3500 _____

- 17 Annual Maintenance - Service Charge for Town Hall
 Closed Circuit Television Camera System.
 (Reference Item #2 Above.)
 Annual Fee: \$700 _____

Alternate #1

- 1 Cragin Library: Closed Circuit Television
 Camera System Lump Sum Complete Installed: ~~\$3,790~~ 5,560 12/11/13

- 2 Annual Maintenance - Service Charge for Cragin Library
 Closed Circuit Television Camera System.
 (Reference Alternate #1 Item #1 Above.) Annual Fee: \$400 _____

Associated Security
 Bret Andersen

Bidders Name (print) Bret Andersen Authorized Signature [Signature]
 Bidders Address: 16 Pittkin St, East Haverhill, MA 01830
 Bidders Phone: 860-529-9674 Bidders FAX: 860-291-3156



ASSOCIATED SECURITY CORPORATION

"Security is our Middle Name"®

CT Lic. #105962

16 Pitkin Street • East Hartford, CT 06108
(860) 528-9674 (24 hour) • (860) 291-8156 Fax
www.associatedsecuritycorp.com

December 11, 2013

Colechester Town Hall
127 Norwich Ave
Colchester CT

We appreciate the opportunity to propose IP camera systems for your facilities. Based on our discussions along with my inspection of your premises we recommend the following system.

Colchester Town Hall

Associated Security will install 13 Hikvision IP cameras and a network video recorder.

Equipment Provided:

13 ds2cd2112-I IP domes
1 Hikvision NVR (9 TB)
17" monitor
2 Altronix power supplies
Installation, Wire, Labor, Etc.

Total: \$9,255.00

Colchester Craigin Library

Associated Security will install 4 Hikvision IP cameras and a network video recorder.

Equipment Provided:

4 ds2cd2112-I IP domes
1 Hikvision NVR (4 TB)
17" monitor
2 Altronix power supplies
Installation, Wire, Labor, Etc.

Total: \$5,560.00

Please contact me for a contract if you would like to go ahead with the proposal.

Bret E. Andersen
Assistant Vice President
Associated Security Corporation

Office 860-291-8111 ext. 14
Cell 860-309-0463
E-mail bret@associatedsecuritycorp.com

Bid Tabulation Form
Town Hall Snd School Security Systems Breakdown
 Bid 2013-19
 Town Hall and School Systems

| Item | Description | Vendor | | | | | |
|---------|--|------------------------|----------|----------------------|---------------------------|-----------------------------|--------------|
| | | Advanced Alarm Systems | FASD | Barnum Engr. Systems | Associated Security Corp. | Statnley Security Solutions | Security 101 |
| 1 | Town Hall Expand. 4 Door Access | | | | | | |
| | Main | \$7,572 | \$9,154 | \$12,850 | \$13,176 | \$22,730 | \$30,578 |
| 2 | Town Hall CCTV | | | | | | |
| | Main | \$9,810.00 | \$11,454 | \$8,785 | 6994/9255 IP | \$12,412 | \$21,207 |
| 3 | Bacon Academy Expand. 4 Door Access | | | | | | |
| | 4 Doors Chosen | \$5,703 | \$12,988 | \$11,221.00 | \$6,750 | \$14,851 | \$31,354 |
| 4 & 5 | Deduct per door removed. | \$625 | \$1,157 | \$2,391 | \$1,500 | 2,390 | \$3,419 |
| 6 | WJMS | | | | | | |
| | 4 Doors Chosen | \$5,703 | \$9,651 | \$11,221.00 | \$6,750 | \$14,851 | \$26,155 |
| 7 & 8 | Deduct per door removed. | \$625 | \$954 | \$2,391 | \$1,500 | \$2,390 | \$3,419 |
| 9 | JJIS | | | | | | |
| | 4 Doors Chosen | \$5,703 | \$10,486 | \$10,572.00 | \$5,850 | \$12,648 | \$26,155 |
| 10 & 11 | Deduct per door removed. | \$625 | \$1,054 | \$2,283.00 | \$1,500 | 2,390 | \$3,419 |
| 12 | Colchester Elementary School | | | | | | |
| | 4 Doors Chosen | \$5,703 | \$10,267 | \$11,221.00 | \$3,650 | \$11,651 | \$24,535 |
| 13 & 14 | Deduct per door removed. | \$625 | \$1,033 | \$2,391.00 | \$375 | \$1,740 | \$3,419 |
| 15 | Annual Maintenance Charge per Location | | | | | | |
| | 4 Door Access System | \$7,500 | \$680 | \$1,277.00 | various | various | \$5,020 |
| | 5 Locations Total Annual Cost | \$37,500 | \$3,400 | \$6,385 | \$5,375 | \$7,896 | \$25,100 |
| 17 | Annual Maintenance Charge per Location | | | | | | |
| | Town Hall CCTV | \$3,900 | \$915 | \$894.00 | \$700 | \$1,344 | \$4,420 |
| | Total Install | \$40,194 | \$64,000 | \$65,825 | \$36,176 | \$89,143 | \$159,984 |
| | Total Maintenance Annual | \$41,400 | \$4,315 | \$7,279 | \$6,075 | \$9,240 | \$29,520 |
| 1 | Atentative #1 Craign Library CCTV System | \$3,905 | \$6,090 | \$5,420 | 3790/5560 IP | \$9,439 | \$15,758 |
| 2 | Annual Maintenance Charge Craign CCTV | \$1,200 | \$560 | \$488 | \$400 | \$1,020 | \$3,320 |
| | Total Install | \$3,905 | \$6,090 | \$5,420 | \$0 | \$9,439 | \$15,758 |
| | Total Maintenance | \$1,200 | \$560 | \$488 | \$400 | \$1,020 | \$3,320 |

Notes

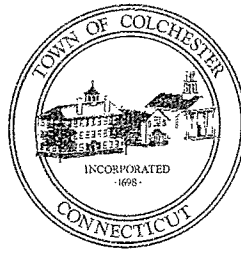
Maint Excl Acts of God,
 Electrical Strikes etc. Will
 add wiring for 1 extra door
 at N/C

Total = \$57,366 w/Alt.

If server is needed add
 \$3932 to Item #1

Add \$750 per location for
 100 cards - many customer
 Entry/ Badge
 printing, etc

Install Reg. Hours
 only, no repair to
 walls etc, many by
 owners. Data



**N. Maggie Cosgrove
Chief Financial Officer
Finance Department**

Date: December 30, 2013

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: First Niagara Leasing – Heavy Rescue Fire Apparatus

Background

Funding and authorization for the acquisition of the Heavy Rescue Fire Apparatus described in the attached documents was included in the FY 2013-2014 adopted budget approved at referendum on May 7, 2013.

The Town issued a Request for Proposal (copy enclosed) for tax exempt lease purchase financing on November 15, 2013 with responses due on December 12, 2013. A total of nine bids were received with 10 year payment plan interest rates ranging from 2.25% to 2.87% (bid tabulation summary enclosed).

The bid has been awarded to First Niagara Leasing with a 10 year payment term at an interest rate of 2.25%. The amount included in the adopted budget is \$51,626 - since the first year of lease payments crosses the fiscal year, a portion of the funds included in the FY 2013-2014 budget will be transferred to the Debt Service Fund for the purpose of making the future debt payments. The lease documents have been reviewed by the Town's bond counsel.

Recommendation

Approval of "Resolution and Declaration of Official Intent" included in the First Niagara lease documents, and authorization for the First Selectman to sign all necessary documents related to execution of the lease financing with First Niagara Leasing, Inc. for the acquisition of a Heavy Rescue Fire Apparatus from Marion Body Works, Inc.

| Town of Colchester | | | |
|---|-------------------------|---------------------------|----------------------|
| Heavy Rescue Fire Apparatus - Lease Financing | | | |
| Bidder | Quarterly Interest Rate | Semi-annual Interest Rate | Annual Interest Rate |
| First Niagara | 2.2500% | 2.2500% | 2.2500% |
| Bank of America | 2.3400% | N/A | N/A |
| TD Equipment Finance | 2.3600% | 2.3600% | 2.4200% |
| Clayton Holdings, LLC (Commerce Bancshares) | 2.4400% | 2.4400% | 2.4400% |
| Municipal Leasing Consultants | 2.4800% | 2.5100% | 2.5800% |
| Green Campus Partners (SunTrust Equipment Finance & Leasing) | 2.4810% | 2.5290% | 2.6250% |
| SunTrust Equipment Finance & Leasing | 2.5200% | 2.5700% | 2.6600% |
| US Bancorp Government Leasing & Finance | 2.5480% | 2.5675% | 2.6195% |
| US Bancorp Government Leasing & Finance | 2.7300% | 2.7495% | 2.8015% |
| Santander Bank (formerly Sovereign Bank) | 2.8700% | 2.8700% | 2.8700% |
| US Bancorp provided rates with and without a prepayment penalty | | | |

LEASE SCHEDULE NO. 18107
Dated As Of January 15, 2014

This Lease Schedule, together with its Payment Schedule and Acceptance Certificate attached hereto and made a part hereof, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below (the Master Lease, together with this Lease Schedule and its attachments, "Equipment Lease"). All terms and conditions of the Master Lease are incorporated herein by reference as if same had been set forth herein in full. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated March 29, 2013 Master Lease No.: 16804

Lessee: Town of Colchester, Connecticut

Lessor: First Niagara Leasing, Inc.

A. EQUIPMENT DESCRIBED: The Equipment includes all of the property described on Schedule A-1 to the Acceptance Certificate attached hereto and made a part hereof.

B. EQUIPMENT LOCATION: One (1) Marion Custom Aluminum Rescue mounted on a 2014 Spartan Metro-Star Chassis

C. ESSENTIAL USE; CURRENT INTENT OF LESSEE: Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.

D. RENTAL PAYMENTS; LEASE TERM: The Rental Payments to be paid by Lessee to Lessor, the commencement date thereof and the Lease Term of this Lease Schedule are set forth on the Payment Schedule attached to this Lease Schedule. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Equipment Lease during the current Fiscal Year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current Fiscal Year. Lessee anticipates that sufficient funds shall be made available to make all Rental Payments due in subsequent Fiscal Years.

E. RE-AFFIRMATION OF THE MASTER LEASE: Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1, 16 and 17 thereof). No event or condition that constitutes, or with notice or lapse of time, or both would constitute an Event of Default or a Non-Appropriation Event, exists at the date hereof.

Equipment/Escrow Acceptance Date: _____

LESSEE:
Town of Colchester, Connecticut

By: _____

Title: First Selectman _____

LESSOR:
First Niagara Leasing, Inc.

By: _____

Title: Authorized Representative

PAYMENT SCHEDULE

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lessee: Town of Colchester, Connecticut

Lessor: First Niagara Leasing, Inc.

Lease Schedule No.: 18107 Dated: January 15, 2014

Accrual Date: _____

Amount Financed: \$460,890.00

Interest Rate: 2.250% per annum

| Rent Number | Rent Date | Rent Payment | Interest Portion | Principal Portion | Termination Value |
|----------------|--------------|-----------------|---------------------|----------------------|----------------------|
|----------------|--------------|-----------------|---------------------|----------------------|----------------------|

See attached amortization schedule

Town of Colchester, Connecticut
(Lessee)

⇒
By: _____

Title: First Selectman

First Niagara Leasing, Inc.
(Lessor)

By: _____

Title: Authorized Representative

ACCEPTANCE CERTIFICATE

FIRST NIAGARA LEASING, INC.
726 EXCHANGE STREET, SUITE 900
BUFFALO, NY 14210

Re: Master Lease Purchase Agreement dated as of March 29, 2013 between First Niagara Leasing, Inc. ("*Lessor*") and Town of Colchester, Connecticut and Lease Schedule No. 18107 (the "*Equipment Lease*")

Ladies and Gentlemen:

In accordance with the Equipment Lease, the undersigned, a duly qualified and acting representative of the Lessee ("*Lessee*") hereby certifies and represents to Lessor on behalf of the Lessee that:

(1) the Equipment, as such term is defined in the Equipment Lease, has been acquired, made, delivered and installed on the date indicated below;

(2) (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE EQUIPMENT LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

(3) attached is a completed Schedule A-1, containing all serial numbers and other applicable information with respect to the Equipment;

(4) attached are (a) evidence of insurance with respect to the Equipment in compliance with the Equipment Lease; (b) vendor invoice(s) and/or bill(s) of sale relating to the Equipment, and if such invoices have been paid by Lessee, evidence of payment thereof (evidence of official intent to reimburse such payment as required by the Code having been delivered separately by Lessee); and (c) the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is subject to certificate of title laws; and

(5) Lessee hereby authorizes and directs Lessor to fund the Purchase Price of the Equipment by paying the invoice prices to the vendor(s), in each case as set forth above, or by reimbursing Lessee in the event such invoice prices have been previously paid by Lessee.

⇒ Acceptance Date of Equipment: _____

Lessee: Town of Colchester, Connecticut

⇒ By: _____

Name: Gregg B. Schuster

Title: First Selectman

⇒ Date: _____

ATTACHMENTS

- (a) Schedule A-1
- (b) Evidence of Insurance
- (c) Invoices/bills of sale
- (d) Certificate of title (if applicable)

Master Lease No.: 16804
Lease Schedule No.: 18107

SCHEDULE A-1
Equipment Description

Lease Schedule No. 18107 Dated: January 15, 2014

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location: 52 Old Hartford Road
Colchester, CT 06415

Equipment Description: One (1) Marion Custom Aluminum Rescue mounted on a 2014 Spartan
(including Serial Numbers) Metro-Star Chassis

| | |
|-------------------------------------|---------------------------------|
| [Expected] Equipment Purchase Price | <u>\$460,890.00</u> |
| [Minus Lessee Down Payment/Trade-in | \$ <u>N/A</u> /USE IF TRADE IN] |
| [Net] Amount Financed | <u>\$460,890.00</u> |

This Schedule A-1 is attached to an Acceptance Certificate relating to the Lease Schedule.

Town of Colchester, Connecticut
(Lessee)

⇒ By: _____

Title: First Selectman

First Niagara Leasing, Inc.
(Lessor)

⇒ By: _____

Title: Authorized Representative

**LESSEE CERTIFICATE
AND
CERTIFICATE AS TO ARBITRAGE**

Re: Master Lease Purchase Agreement dated as of March 29, 2013 between First Niagara Leasing, Inc. (“**Lessor**”) and Town of Colchester, Connecticut Master Lease No. 16804 and Lease Schedule No. 18107 dated as of January 15, 2014 (collectively, the “**Equipment Lease**”).

The undersigned, being the duly elected, qualified and acting First Selectman of the Town of Colchester, Connecticut (“**Lessee**”), do hereby certify, as of January 15, 2014 as follows:

1. Lessee is a governmental unit with general taxing powers. Lessee shall assure that not in excess of five percent (5%) of the proceeds from the execution and delivery of the Equipment Lease is used (directly or indirectly) in a Private Business Use. For purposes hereof, “Private Business Use” shall mean any use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.
2. The payment of the principal of, or interest on, no portion of the proceeds from the execution and delivery of the Equipment Lease is (under the terms of such Equipment Lease or any underlying arrangement), directly or indirectly (A) secured by any interest in (i) property used or to be used for a Private Business Use or (ii) payments in respect of such property or (B) to be derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used for a Private Business Use.
3. No portion of the proceeds from the execution and delivery of the Equipment Lease is to be used (directly or indirectly) to make or finance loans to persons other than “governmental units,” as such term is used in Section 141(c) of the Internal Revenue Code of 1986, as amended and the regulations and rulings promulgated thereunder (collectively, the “**Code**”).
4. Lessee will not take any action or permit or suffer any action to be taken if the result of the same would be to cause payments due pursuant to the Equipment Lease to be “federally guaranteed” within the meaning of Section 149(b) of the Code.
5. The proceeds from the execution and delivery of the Equipment Lease do not constitute a “refunding bond” as that term is defined in Section 149(d)(3) of the Code.
6. The Equipment Lease is not being executed to enable Lessee to exploit the difference between tax exempt and taxable interest rates to gain a material advantage and increase the burden on the market for tax exempt obligations in any manner, including, without limitation, by executing an installment purchase contract that would not otherwise be executed,

or executing an installment purchase contract for a greater amount, or executing it sooner or permitting it to remain outstanding longer than would otherwise be necessary.

7. There are no funds or accounts established or held by Lessee (other than the Principal Amount held under the Escrow Agreement set forth below) which are reasonably expected to be used to pay debt service on the Equipment Lease or which are pledged as collateral for the Equipment Lease and for which there is reasonable assurance that amounts therein will be available to pay debt service on the Equipment Lease if Lessee encounters financial difficulties.

8. No other governmental obligations are being issued at substantially the same time and sold pursuant to a common plan of financing which will be paid out of (or have substantially the same claim to be paid out of) substantially the same source of funds as the payments due under the Equipment Lease.

9. (a) This certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "**Equipment**") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Equipment Lease (together with all related documents executed pursuant thereto and contemporaneously herewith, the "**Financing Documents**"). As described in the Financing Documents, Lessor shall apply \$460,890.00 (the "**Principal Amount**") toward the acquisition of the Equipment and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

(b) The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Lease Schedule. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by First Niagara Bank, N.A., as escrow agent (the "**Escrow Agent**") pending acquisition of the Equipment under the terms of that certain Master Lease Escrow Agreement dated as of March 29, 2013, (the "**Escrow Agreement**"), by and among Lessor, Lessee and Escrow Agent.

(c) It is contemplated that the entire Principal Amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof

10. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by _____, 20____.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the

Code unless (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the date of the issuance of the Financing Documents, (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: (A) At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; (B) at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and (C) one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents or (iii) Lessee meets with the requirements set forth in Section 148(f)(4)(D) of the Code.

11. (a) Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment. Lessee shall have allocated, within three (3) years from the date of the issuance of the Financing Documents, an amount equal to at least eighty-five percent (85%) of the Principal Amount toward the costs of the Equipment.

(b) An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.

12. 100% of the "spendable proceeds" (as that term is defined in the Code) of the proceeds from the execution and delivery of the Equipment Lease is expected to be expended to pay Equipment costs.

13. The date of execution of the Equipment Lease has been determined solely on the basis of bona fide financial reasons, and to obtain a favorable rate of interest, and has not been determined with a view to prolonging abnormally the period between the execution of the Equipment Lease and the expenditure of the proceeds thereof.

14. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Code, respectively. Any monies which are earned from the investment of these funds shall be the property of the Lessee.

15. As provided in the Escrow Agreement, the Escrow Agent has agreed to retain and provide records of investments, earnings and drawdowns thereon with respect to the proceeds of

the Lease Schedule held in the Escrow Deposit Account (as that term is defined in the Escrow Agreement). Within fifteen (15) days after a "computation date" (as defined in Regulation 1.148-1(b)) the Lessee shall request such investment and drawdown information in connection with the calculation and payment of a rebate amount.

16 The representations, warranties, covenants and agreements contained Section 17 of the Equipment Lease are hereby made by the Lessee as of the date hereof and such provisions are incorporated by reference herein.

17. The Lessee will cause an information reporting return on IRS Form 8038-G to be accurately completed and duly filed under Section 149(e) of the Code not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Equipment Lease is entered into. A copy of Form 8038-G is attached as Exhibit A to this Certificate.

IN WITNESS WHEREOF, I hereunto set my hand the day and year first above written.

Town of Colchester, Connecticut



By: _____

Title: First Selectman

EXHIBIT A

IRS Form 8038 and Related Materials

**RESOLUTION AND
DECLARATION OF OFFICIAL INTENT**

Lessee: Town of Colchester, Connecticut

Principal Amount Expected To Be Financed: \$460,890.00

WHEREAS, the above Lessee is a political subdivision of the state of Connecticut(the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines the execution of one or more lease-purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above ("Principal Amount") for the purpose of acquiring the property generally described below ("Property") and to be described more specifically in the Equipment Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description of Property: One (1) Marion Custom Aluminum Rescue mounted on a 2014 Spartan
Metro-Star Chassis

WHEREAS, First Niagara Leasing, Inc. ("Lessor") is expected to act as the Lessor under the Equipment Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the property prior to its receipt of proceeds of the Equipment Leases ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

Section 1. The Lessee hereby determines that it has critically evaluated the financing alternatives and that entering into the Equipment Leases and financing the acquisition of the Property thereby is in the best interests of the Lessee. Such evaluation shall be available as a public record.

Section 2. The Lessee is hereby authorized to acquire and install the Property (the "Project") and is hereby authorized to finance the Project by entering into the Equipment Leases. Any action taken by the Lessee in connection therewith is hereby ratified and confirmed.

Section 3. Either one of the _____ OR the _____ (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

Section 4. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the Lessee.

Section 5. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 6. The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the Lessee's obligations under the Equipment Leases shall not constitute general obligations of the lessee laws of the State.

Section 7. It is hereby determined that the purpose of the Project is an object or purpose permitted under the laws governing the Lessee.

Section 8. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

[Section 10. The Authorized Representative is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the Equipment Leases authorized by this resolution as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code.]³

Section 11. This Resolution shall take effect immediately upon its adoption and approval.



ADOPTED AND APPROVED on this _____, _____.

The undersigned **Secretary/Clerk** of the above-named Lessee hereby certifies and attests that (i) the undersigned has access to the official records of the Governing Body of the Lessee, (ii) the foregoing resolutions were duly adopted by the favorable vote of not less than [two-thirds/three-fifths] of all the members of said Governing Body of the Lessee at a [regular/special] meeting of said Governing Body duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, (iii) such resolutions have not been amended or altered and are in full force and effect on the date stated below and (iv) such meeting of the Governing Body relating to the authorization and delivery of the Equipment Lease has been (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend (c) conducted in accordance with internal procedures of the Governing Body and (d) conducted in accordance with the charter of the Lessee, if any, and laws of the State.



Signature of Secretary/Clerk of Lessee



Print Name: _____



Official Title: _____



Date: _____

LEASE ESCROW AGREEMENT

Dated as of January 15, 2014

This Escrow Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Agreement") is made and entered as of the date set forth above by and among the Escrow Agent identified below ("Escrow Agent"), the Lessee identified below ("Lessee") and the Lessor identified below ("Lessor").

Escrow Agent: First Niagara Bank, N.A.

Lessee: Town of Colchester, Connecticut

Lessor: First Niagara Leasing, Inc.

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

Section 1. Recitals.

1.01 Lessor and Lessee have entered into the Lease identified below (a copy of which is attached to this Agreement as Exhibit A) whereby Lessor has agreed to lease and sell certain property described therein (the "Equipment") to Lessee, and Lessee has agreed to lease and purchase the Equipment from Lessor, in the manner and on the terms set forth in the Lease.

1.02 "Lease" means, collectively, the Lease Schedule identified below and the Master Lease-Purchase Agreement identified in said Lease Schedule (to the extent that it relates to said Lease Schedule) together with all exhibits, schedules, addenda, riders and attachments thereto.

Lease Schedule No.: 18107

1.03 **LESSOR'S DEPOSIT: \$460,890.00.** Lessor shall pay or cause to be paid to the Escrow Agent the amount of the Lessor's Deposit which will be credited to the Equipment Acquisition Fund established in Section 2 hereof. To the extent that the Purchase Price of the Equipment exceeds the Lessor's Deposit, Lessee shall either deposit with Escrow Agent funds which will be credited to the Equipment Acquisition Fund and used to pay the balance of the Purchase Price of the Equipment or Lessee shall pay such balance directly to the suppliers.

1.04 **FUNDING EXPIRATION DATE:** _____. Lessee and Lessor agree that all equipment should be delivered and installed, and all funds disbursed from the Equipment Acquisition Fund, no later than the above Funding Expiration Date.

1.05 Under the Lease, Lessee will cause each item of Equipment to be ordered from the applicable suppliers. Lessee shall furnish to Lessor as soon as available, a copy of the purchase orders or purchase contracts for all Equipment ordered pursuant to the Lease, showing the Supplier, the Purchase Price and the estimated delivery dates.

1.06 Subject to such control by Lessee and Lessor as is provided herein, Lessor and Lessee agree to employ the Escrow Agent to receive, hold, invest and disburse the moneys to be paid to the Escrow Agent as described in Section 1.03, all as hereinafter provided. The Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor under the Lease or of any supplier with respect to any Equipment by reason of anything contained in this Agreement. Any funds in the Equipment Acquisition Fund not needed to pay the Purchase Price of Equipment will be paid to Lessor or Lessee, all as hereinafter provided.

1.07 This Agreement is not intended to alter or change in any way the rights and obligations of Lessor and Lessee under the Lease, but is entirely supplemental thereto. The terms capitalized in this Agreement but not defined herein shall have the meanings given to them in the Exhibit A.

1.08 Each of the parties hereto has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

Section 2. Equipment Acquisition Fund.

2.01 The Escrow Agent shall establish a special escrow fund designated as the Equipment Acquisition Fund (the "Equipment Acquisition Fund"), shall keep such fund separate and apart from all other funds and money held by it, and shall administer such fund as provided in this Agreement.

2.02 The Lessor's Deposit and any funds deposited by Lessee under Section 1.03 hereof shall be credited to the Equipment Acquisition Fund which shall be used to pay the balance of the Purchase Price of each item of Equipment payable with respect thereto upon receipt of all of the following:

- (a) a Receipt Certificate/Payment Request executed by Lessor and Lessee which describes the items of Equipment for which payment is to be made and specifies each Supplier and its address and the applicable portion of the Purchase Price of the items of Equipment to be paid;
- (b) the suppliers' invoices specifying the applicable portion of the Purchase Price of the items of Equipment described in said Receipt Certificate; and
- (c) if the item of Equipment is a titled vehicle, a copy of the Manufacturer's Statement of Origin (MSO) covering such item showing Lessor as first and sole lienholder.

2.03 If Lessor delivers to the Escrow Agent written notice of the occurrence of an event of default under the Lease or of a termination of the Lease due to a non-appropriation event or non-renewal event under the Lease, then the Escrow Agent shall immediately remit to Lessor the remaining balance of the Equipment Acquisition Fund.

2.04 Upon the Escrow Agent's receipt of a Full Funding Notice (as hereinafter defined), the Escrow Agent shall apply the balance remaining in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal portion of the Rent Payment next coming due under the Lease; or (b) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

"Full Funding Notice" means the Final Receipt Certificate/Payment Request which confirms that all Equipment covered by the Lease has been delivered to and accepted by Lessee under the Lease and that the full amount of the Lessor's Deposit has been paid to the applicable suppliers.

2.05 Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the balance of the Lessor's Deposit remaining in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal portion of the Rent Payment next coming due under the Lease; or (b) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised payment Schedule reflecting such partial prepayment of principal.

Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the interest earnings on the Lessor's Deposit as set forth in Section 2.04 above.

2.06 The Escrow Agent shall not be responsible for the sufficiency of the moneys credited to the Equipment Acquisition Fund to make the payments herein required.

Section 3. Escrow Agent's Authority; Indemnification.

3.01 The Escrow Agent may: act in reliance upon any writing, notice, certificate, instruction, instrument or signature which it, in good faith, believes to be genuine; assume the validity and accuracy of any statement or assertion contained in such a writing, notice, certificate, instruction or instrument; and assume that any person purporting to give any such writing, notice, certificate, instruction or instrument in connection with the provisions hereof has been duly authorized to do so. Except as expressly provided otherwise in this Agreement, the Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form of, the manner of execution of, or the validity, accuracy or authenticity of any writing, notice, certificate, instruction or instrument deposited with it, nor as to the identity, authority or right of any person executing the same. The Escrow Agent's duties hereunder (including, without limitation, its duties as to the safekeeping, investment and disbursement of moneys in the Equipment Acquisition Fund) shall be limited to those specifically provided herein.

3.02 Lessee, to the extent permitted by law, and Lessor jointly and severally shall indemnify, defend and save harmless the Escrow Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of-pocket and incidental expenses and fees and expenses of in-house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent and that such Losses are due to the gross negligence or willful misconduct of the Escrow Agent, or (ii) its following an instruction or other direction from Lessee or the Lessor, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The provisions of this Section 3.02 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Escrow Agent. In no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

3.03 Lessee, to the extent permitted by law, and Lessor hereby grant Escrow Agent a first priority security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the costs and expenses of the foregoing of Section 3.02 and for any other expenses, costs, fees or charges of any character or nature which may be incurred by the Escrow Agent (including reasonable attorney's fees and court costs) relating to any suit (interpleader or otherwise) or other dispute arising between Lessee and Lessor as to the correct interpretation of the Lease, this agreement or any instructions given to the Escrow Agent hereunder, with the right of the Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said expenses, costs, fees and charges shall be fully paid.

3.04 If Lessee or Lessor disagree about the interpretation of the Lease or this Agreement, about their rights and obligations under the Lease or this Agreement, or about the propriety of any action contemplated by the Escrow Agent hereunder, then the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Lessee, to the extent permitted by law, and Lessor shall pay all costs, including reasonable attorneys' fees, in connection with such action. The Escrow Agent shall be fully protected in suspending all or any part of its activities under this Agreement until a final judgment in such action is received.

3.05 The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or of any acts or omissions of any kind unless caused by the Escrow Agent's gross negligence or willful misconduct. None of the provisions contained in this agreement shall require the Escrow Agent to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

Section 4. Escrow Agent Fees.

§ N/A ("Acceptance Fee") As compensation for Escrow Agent's services hereunder, Lessee agrees to pay Escrow Agent the above Acceptance Fee; provided, that Escrow Agent will waive the Acceptance Fee so long as the Qualified Investment for the Lessor's Deposit shall be an eligible deposit of any bank affiliate of the Escrow

Agent and/or any bank affiliate of the Lessor, so long as such entity is an eligible depository for Connecticut municipalities. If the Acceptance Fee is payable by Lessee, then Lessee authorizes Escrow Agent either to deduct said Acceptance Fee from the interest and earnings otherwise payable to Lessee under this Agreement or to bill and collect said Acceptance Fee at the Funding Expiration Date. In addition, Lessee agrees, to the extent permitted by law, to reimburse Escrow Agent for its reasonable out-of-pocket costs and expenses and any extraordinary fees and expenses for performing its obligations hereunder (including, but not limited to, attorney's fees and expenses) and to pay all other amounts expressly due and payable to Escrow Agent hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

First Niagara Bank, N.A.
("Escrow Agent")


By: _____

Title: _____

First Niagara Leasing, Inc.
("Lessor")

By: _____

Title: Authorized Representative

 Town of Colchester, Connecticut
("Lessee")

By: _____

Title: First Selectman

ESCROW FUNDING. SCHEDULE ADDENDUM

dated as of January 15, 2014

Lease Schedule No. 18107

Lessee: Town of Colchester, Connecticut

Escrow Agent: First Niagara Bank, N.A.

Escrow Agreement dated as of January 15, 2014

Amount To Be Deposited Into Escrow: \$460,890.00 ("Lessor's Deposit")

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between First Niagara Leasing, Inc. ("Lessor") And the above lessee ("Lessee"). As used herein, "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Lease, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Lessee and Lessor together with the above Escrow Agent ("Escrow Agent") have entered into the above Escrow Agreement ("Escrow Agreement") establishing an Escrow Account ("the Account") which the Escrow Agent will hold on behalf of the Lessee and from which the Purchase Price of the Equipment will be paid.

2. Lessor shall deposit such amount into the Account as is required by the Escrow Agreement, which amount shall be used by the Lessor to pay the balance of the Purchase Price of the Equipment by direct payment to the Supplier of the Equipment.

3. Upon Lessee's execution of the Escrow Agreement, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Escrow Agreement and to perform its obligations under the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Escrow Agreement has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; and (c) the Escrow Agreement is authorized under, and the authorization, execution and delivery of the Escrow Agreement complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and public investment laws) and all applicable judgments and court orders.

4. It shall be an additional event of default under the Lease if Lessee fails to pay or perform any of its obligations under the Escrow Agreement or this Addendum or if any of the representations of Lessee in the Escrow Agreement or this Addendum prove to be false, misleading or erroneous in any material respect.

5. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

Town of Colchester, Connecticut
(Lessee)

First Niagara Leasing, Inc.
(Lessor)

By: _____
Title: First Selectman

By: _____
Title: Authorized Representative

**TOWN OF COLCHESTER
REQUEST FOR PROPOSAL**

TAX EXEMPT LEASE PURCHASE – HEAVY RESCUE FIRE APPARATUS

1. INTRODUCTION

Purpose

The Town of Colchester is soliciting bid proposals to provide tax-exempt lease purchase financing of a Heavy Rescue Fire Apparatus at a total cost of \$460,890 from Marion Body Works Inc. of Marion, Wisconsin.

Lease Requirements

The lease should be for a ten (10) year term with a fixed interest rate and level quarterly, semi-annual, or annual payments to be made in arrears on the anniversary of the closing date of the loan each year until the loan is paid in full.

The Town will assume all maintenance, insurance and all other costs with respect to the property during the lease term.

At the conclusion of the lease purchase agreement, the Town shall own the items described above and financed by the agreement. Within five (5) days from receipt of the final payment, or any prepayment, the lessor shall release any security interest on the property financed under the lease agreement.

Prepayment

The Town would like the option to prepay the loan at any time, preferably without penalty. Responses to the RFP should specify whether or not prepayment is allowed and what the penalty would be, if it is allowed. Responses must also include separate rates, if any, and applicable amortization schedules based on whether prepayment terms are taken by the Town.

Transaction Costs

The proposal should specifically identify all costs associated with the transaction not included in the interest rate, if any, that would be an obligation of the Town as either a direct payment or as additional project costs for purpose of determining the funded lease amount and/or ongoing lease payment obligation (i.e. escrow fees, rate lock fee, etc.).

Obligation Subject to Appropriation

The obligation of the Town to make payments under the lease purchase agreement shall constitute a current expense of the Town and shall not in any way be construed to be a debt of the Town, nor shall anything contained in the contract constitute a pledge of the full faith and credit of the general tax revenues or other funds of the Town. All obligations of the Town under the terms of the lease purchase agreement are subject to annual appropriation by the Town's governing authority. The lease purchase agreement must include a non-appropriation clause. The Town may terminate the agreement without penalty if the necessary funds are not appropriated.

Escrow Account

The selected lessor must pre-fund an escrow account that will be used to fund vendor payments as required in the Town's contract with the vendor. The escrow account should be interest-bearing with interest earnings accruing for the benefit of the Town. Proposers are asked to include information in their proposal response concerning escrow funding programs available, along with all associated fees, if any, to be paid by the Town.

Interest Rate

The interest rate assigned to the lease purchase agreement shall be a fixed rate expressed as a percentage carried to a maximum of four places after the decimal point. The Proposal should include interest rates with a thirty (30) day rate lock commitment and/or such other rate lock period as Lender may provide in the best interest of the Town.

Legal Opinion and Tax Exemption

Execution and delivery of the lease purchase agreement will be subject to review and approval by the Town's legal counsel. The Town will pay for the cost of the review by legal counsel of all contract documents related to this lease purchase. All such documents shall be satisfactory to the Town and its legal counsel as to form and substance, within the sole discretion of the Town and its legal counsel.

The Town anticipates that: (1) the interest component of payments under the lease purchase agreement will be excluded from gross income for Federal income tax purposes, and (2) that the lease purchase agreement will NOT be designated by the Town as a "qualified tax-exempt obligation" for purposes of the deduction for Federal income tax purposes by financial institutions of a portion of interest expense allocable to tax-exempt obligations.

Bond Rating and Financial Statements

- The Town currently has no plans to issue over \$10,000,000 of tax exempt debt in calendar year 2013.
- The Town issued tax exempt refunding bonds in calendar year 2012.
- The Town's general obligation debt is currently rated Aa3 by Moody's.

Audited financial statements for the fiscal year ended June 30, 2012 are available on the Town's website at [www.colchesterct.gov/Pages/ColchesterCT_Dept/FIN/Budget/Audit Reports/](http://www.colchesterct.gov/Pages/ColchesterCT_Dept/FIN/Budget/Audit_Reports/) and are posted on the MSRB Electronic Municipal Market Access system (EMMA).

2. PROPOSAL REQUIREMENTS

To be considered for selection, the following information must be included in the proposal:

- Detail of total cost of financing, including all fees.
- Entity qualifications to include the following:
 - Address and telephone number of the entity and location, if different from the main office
 - Identify entity's representative designated as the contact person for this financing
 - Experience in issuing various types of financings for a wide variety of asset types
 - Experience in municipal/government financing
- Fixed interest rate(s) – rate should be available for not less than 30 days
- Amortization schedule based on lease term
- Detailed pre-payment terms, if any
- Information concerning available escrow funding programs, along with applicable fees

- A statement as to whether the proposal is credit approved or subject to credit approval
- Listing of five or more current or past Connecticut municipal clients served, types of projects funded, and the type of financing vehicle used.
- Sample lease and escrow agreement, list of closing documents and samples of same.

3. PROPOSAL SUBMISSION

Proposals must be signed by an authorized member of the financing company, and the name, address and telephone number of a representative qualified to answer questions during the review process must be included.

Two copies of the proposal must be submitted to:

Gregg Schuster
First Selectman
Town of Colchester
127 Norwich Avenue
Suite 201
Colchester, CT 06415

Phone: 860-537-7220
Fax: 860-537-0547

All proposals must be received by 2:00 p.m. on Thursday, December 12, 2013. Proposals submitted after the stated time and date will not be considered.

The Town reserves the right to accept or reject any and/or all proposals, to waive any and all informalities, defects or immaterial irregularities, and to request additional information or further clarification from proposing financing companies.

There is no guarantee that the Town will enter into a lease purchase agreement to fund the purchase noted above. The Town reserves the right to use other sources of funding for this purchase, and to negotiate the exact amount to be financed as well as the actual financing date with the successful proposer.

4. EVALUATION CRITERIA

The successful proposer will be chosen using the following criteria:

- Completeness of proposal
- Lowest overall interest rate
- Ease of administration by the Town
- Prior lease purchase experience and reputation
- Such other information as may be required by the Town having a bearing on selection of the successful proposer

5. QUESTIONS

All questions about this RFP must be submitted in writing to N. Maggie Cosgrove at mcosgrove@colchesterct.gov no later than Monday, December 2, 2013. All information given by the Town except by written addenda shall be informal and shall not be binding upon the Town nor shall it furnish a basis for legal action by a Proposer or prospective Proposer against the Town.

6. TERMS AND CONDITIONS

Participation or Public Distribution

The Town has not prepared an official statement or other offering materials in connection with this RFP and does not intend to prepare such materials in connection with the lease purchase agreement. Any preparation of such materials shall be the sole responsibility of the successful proposer, however, the Town shall have the right, but not the obligation, to review and approve such materials prior to their distribution to potential purchasers.

Any intent to offer interests in the lease purchase agreement must be specified in the proposal response. Any offering of fractionalized interests, certificates of participation, or other distribution of interests under the lease purchase agreement shall be offered in compliance with Securities and Exchange Commission Rule 15c2-12. Proposer should consult with their legal counsel as to the exact specifics of the Rule.

Indemnification/Hold Harmless

The lessor agrees that it shall indemnify, defend, and hold the Town harmless from and against any and all liability in any manner of claims, lawsuits, and damages for any type losses caused or alleged to be caused by, without limitation, with the sale or assignment of the lease purchase agreement or interests therein, or acts or omissions of the successful offeror, its employees, and invitees which arise out of the successful offeror's performance, or failure to perform as specified in the agreement.

Collusion

Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any respondent who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of such contract, the Town may cancel said contract without incurring liability, penalty or damages.

Freedom of Information

The Town will not be liable for any costs incurred in the preparation of the response to this Request for Proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

Confidentiality of Information

Entities responding to this RFP agree that all data obtained through this process that is not otherwise publicly available will be treated as confidential and not subject to disclosure. Upon request, respondents agree to return any information provided during this process to the Town.

Attachments

Form of Response to Request for Proposal

Form of Response to Request for Proposal

Date

Mr. Gregg Schuster
First Selectman
Town of Colchester

RE: Response to Request for Proposal for the Town of Colchester, CT (the "Town")

Dear Mr. Schuster:

_____ is pleased to submit the following financing proposal for the purchase of a Heavy Rescue Fire Apparatus from Marion Body Works Inc. of Marion Wisconsin. This proposal is being submitted in response to the Town's request for proposals dated November 15, 2013.

I. Lender Information

Lender Name:

Address:

Contact:

Telephone:

Fax:

Email:

Background:

Discuss experience in financing municipal tax-exempt projects, with attention given to experience in the State of Connecticut, and what advantages your firm offers.

II. Financing Structure

Purpose:

To provide financing for the purchase of a Heavy Rescue Fire Apparatus at a total cost of \$460,890 from Marion Body Works Inc. of Marion, Wisconsin.

Structure:

Tax-Exempt Municipal Lease Purchase Agreement with Escrow Agreement.

Bank Qualification:

The financing is not expected to meet the "bank qualified" representation at the time of funding.

Security:

Security interest in the Heavy Rescue Fire Apparatus.

Term and Payments:

Lease payments over a ten (10) year term with level quarterly, semi-annual, or annual payments to be made in arrears in annual aggregate amounts. See Exhibit A attachments for Lease Amortization Tables which provide the following details: columns for each of (1) lease payments, (2) interest payment portion, (3) principal payment portion, and (4) outstanding principal balance.

Interest Rate:

_____ % with a ___-day rate lock

Interest rate will be held until _____, 2013. After that date, the rate will be adjusted as follows: _____ (name and source of index).

Example: This rate will be held until April __, 2013. After that date, the rate will float at 75 basis points over the 10 year treasury, constant maturity, as published daily in the Federal Reserve Bulletin Statistical Release H-15.

Prepayment: List prepayment terms / conditions / penalty

Closing Costs: \$ _____ **[Note: if included, state whether they are due at closing or included in the financing]**

Escrow Account Terms: Agent name and all costs associated with opening and maintaining the escrow, including investment management fees, if any.

Credit Approval: The transaction is / is not subject to credit approval of the lender. **[Note: If credit approval is required, Colchester must be credit approved at the time of the bid response]**

Estimated Closing Date: On or about January 15, 2014

III. Other Information

Please provide any other information that you would like to share regarding your firm's qualifications, references, contacts, etc.

Thank you for the opportunity to provide this proposal. If you have any questions or would like to discuss this proposal in further detail, please let us know.

Sincerely,

By: _____

Title: _____

Date: _____

Exhibit A

[INSERT LEASE AMORTIZATION SCHEDULES]

Compound Period : Quarterly

Nominal Annual Rate : 2.250 %

CASH FLOW DATA

| Event | Date | Amount | Number | Period | End Date |
|-----------|------------|------------|--------|-----------|------------|
| 1 Loan | 01/15/2014 | 460,890.00 | 1 | | |
| 2 Payment | 04/15/2014 | 12,899.31 | 40 | Quarterly | 01/15/2024 |

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

| | Date | Payment | Interest | Principal | Balance |
|-------------|------------|-----------|----------|-----------|------------|
| Loan | 01/15/2014 | | | | 460,890.00 |
| 1 | 04/15/2014 | 12,899.31 | 2,592.51 | 10,306.80 | 450,583.20 |
| 2 | 07/15/2014 | 12,899.31 | 2,534.53 | 10,364.78 | 440,218.42 |
| 3 | 10/15/2014 | 12,899.31 | 2,476.23 | 10,423.08 | 429,795.34 |
| 2014 Totals | | 38,697.93 | 7,603.27 | 31,094.66 | |
| 4 | 01/15/2015 | 12,899.31 | 2,417.60 | 10,481.71 | 419,313.63 |
| 5 | 04/15/2015 | 12,899.31 | 2,358.64 | 10,540.67 | 408,772.96 |
| 6 | 07/15/2015 | 12,899.31 | 2,299.35 | 10,599.96 | 398,173.00 |
| 7 | 10/15/2015 | 12,899.31 | 2,239.72 | 10,659.59 | 387,513.41 |
| 2015 Totals | | 51,597.24 | 9,315.31 | 42,281.93 | |
| 8 | 01/15/2016 | 12,899.31 | 2,179.76 | 10,719.55 | 376,793.86 |
| 9 | 04/15/2016 | 12,899.31 | 2,119.47 | 10,779.84 | 366,014.02 |
| 10 | 07/15/2016 | 12,899.31 | 2,058.83 | 10,840.48 | 355,173.54 |
| 11 | 10/15/2016 | 12,899.31 | 1,997.85 | 10,901.46 | 344,272.08 |
| 2016 Totals | | 51,597.24 | 8,355.91 | 43,241.33 | |
| 12 | 01/15/2017 | 12,899.31 | 1,936.53 | 10,962.78 | 333,309.30 |
| 13 | 04/15/2017 | 12,899.31 | 1,874.86 | 11,024.45 | 322,284.85 |
| 14 | 07/15/2017 | 12,899.31 | 1,812.85 | 11,086.46 | 311,198.39 |
| 15 | 10/15/2017 | 12,899.31 | 1,750.49 | 11,148.82 | 300,049.57 |
| 2017 Totals | | 51,597.24 | 7,374.73 | 44,222.51 | |
| 16 | 01/15/2018 | 12,899.31 | 1,687.78 | 11,211.53 | 288,838.04 |
| 17 | 04/15/2018 | 12,899.31 | 1,624.71 | 11,274.60 | 277,563.44 |
| 18 | 07/15/2018 | 12,899.31 | 1,561.29 | 11,338.02 | 266,225.42 |
| 19 | 10/15/2018 | 12,899.31 | 1,497.52 | 11,401.79 | 254,823.63 |
| 2018 Totals | | 51,597.24 | 6,371.30 | 45,225.94 | |
| 20 | 01/15/2019 | 12,899.31 | 1,433.38 | 11,465.93 | 243,357.70 |
| 21 | 04/15/2019 | 12,899.31 | 1,368.89 | 11,530.42 | 231,827.28 |
| 22 | 07/15/2019 | 12,899.31 | 1,304.03 | 11,595.28 | 220,232.00 |
| 23 | 10/15/2019 | 12,899.31 | 1,238.81 | 11,660.50 | 208,571.50 |
| 2019 Totals | | 51,597.24 | 5,345.11 | 46,252.13 | |
| 24 | 01/15/2020 | 12,899.31 | 1,173.21 | 11,726.10 | 196,845.40 |
| 25 | 04/15/2020 | 12,899.31 | 1,107.26 | 11,792.05 | 185,053.35 |

| Date | Payment | Interest | Principal | Balance |
|---------------|------------|-----------|------------|------------|
| 26 07/15/2020 | 12,899.31 | 1,040.93 | 11,858.38 | 173,194.97 |
| 27 10/15/2020 | 12,899.31 | 974.22 | 11,925.09 | 161,269.88 |
| 2020 Totals | 51,597.24 | 4,295.62 | 47,301.62 | |
| 28 01/15/2021 | 12,899.31 | 907.14 | 11,992.17 | 149,277.71 |
| 29 04/15/2021 | 12,899.31 | 839.69 | 12,059.62 | 137,218.09 |
| 30 07/15/2021 | 12,899.31 | 771.85 | 12,127.46 | 125,090.63 |
| 31 10/15/2021 | 12,899.31 | 703.63 | 12,195.68 | 112,894.95 |
| 2021 Totals | 51,597.24 | 3,222.31 | 48,374.93 | |
| 32 01/15/2022 | 12,899.31 | 635.03 | 12,264.28 | 100,630.67 |
| 33 04/15/2022 | 12,899.31 | 566.05 | 12,333.26 | 88,297.41 |
| 34 07/15/2022 | 12,899.31 | 496.67 | 12,402.64 | 75,894.77 |
| 35 10/15/2022 | 12,899.31 | 426.91 | 12,472.40 | 63,422.37 |
| 2022 Totals | 51,597.24 | 2,124.66 | 49,472.58 | |
| 36 01/15/2023 | 12,899.31 | 356.75 | 12,542.56 | 50,879.81 |
| 37 04/15/2023 | 12,899.31 | 286.20 | 12,613.11 | 38,266.70 |
| 38 07/15/2023 | 12,899.31 | 215.25 | 12,684.06 | 25,582.64 |
| 39 10/15/2023 | 12,899.31 | 143.90 | 12,755.41 | 12,827.23 |
| 2023 Totals | 51,597.24 | 1,002.10 | 50,595.14 | |
| 40 01/15/2024 | 12,899.31 | 72.08 | 12,827.23 | 0.00 |
| 2024 Totals | 12,899.31 | 72.08 | 12,827.23 | |
| Grand Totals | 515,972.40 | 55,082.40 | 460,890.00 | |