



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting
Thursday, January 2, 2014
Colchester Town Hall
Meeting Room 1**

2013 DEC 30 PM 2:19

RECEIVED
COLCHESTER, CT

NANCY A. BRAY
TOWN CLERK

Nancy A. Bray

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the December 19, 2013 Regular Board of Selectmen Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Blight Task Force – Carl E. Swanback to be Interviewed
 - b. Economic Development Commission – William Curran to be Appointed for a Five Year Term to Expire 10/31/2014
 - 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
6. Budget Transfers
7. Tax Refunds & Rebates
8. Discussion and Possible Action on Elected Officials Salary Increase
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 2014 – 2015 Budget
12. Discussion and Possible Action on Lease Financing for Heavy Rescue Fire Apparatus
13. Discussion and Possible Action on Personnel Policy

14. Citizens Comments
15. First Selectman's Report
16. Liaison Report
17. Executive Session to Discuss:
 - a. Successor Agreement with Public Works Union
 - b. Negotiations with Clerical Union
 - c. Performance of a Town Hall Employee
18. Discussion and Possible Action on Successor Agreement with Public Works Union
19. Discussion and Possible Action on Public Works Job Descriptions
20. Discussion and Possible Action on MOA with Clerical Union
21. Discussion and Possible Action on Job Description for Clerical Union Position
22. 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

NANCY A. BRAY
TOWN CLERK

Gregg Schuster

2013 DEC 20 PM 3:00

RECEIVED
COLCHESTER, CT

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

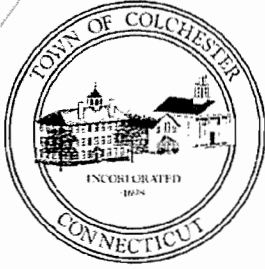
First Selectman Schuster stated they came in under budget on the streetscape project and therefore the town wished to explore putting in a paved sidewalk on this portion of the green which at times is impassable. J. Paggioli gave an overview of the material they would like to use to complete this portion 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 Business Management, Property Management and Landscaping
Or Correspondence
School _____

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 maintenance to structural integrity.

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

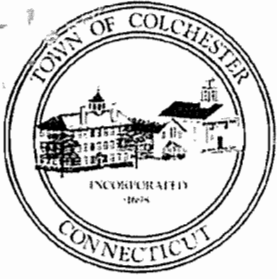
I have an understanding of : CGS section 22-3b, CGS 8-169 while toeing the line between humanistic/community understanding and the real need for ordinances that will restore home value and maintain tax base.

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: _____



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 _____

CONTINUED ON REVERSE SIDE

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: 12/2/2013

BOARDS & COMMISSIONS APPLICATION

Name: John A. Di Iorio

Address: 8 Farmwood Dr. Colchester, CT. 06415

Home Phone: 860 537 8213 Email jandediurio@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 1967 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 _____

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

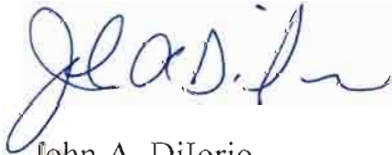
Dear Mr. Shuster,

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.

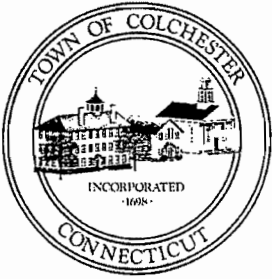
I believe that my professional and public service experience as well as my strong commitment and reputation for highly ethical behavior make me well suited for the position.

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,

A handwritten signature in blue ink, appearing to read "John A. DiIorio". The signature is written in a cursive style with a large initial "J".

John A. DiIorio



Town of Colchester, Connecticut


127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

cc: Rob Tarlov, Board of Finance Chairman
Maggie Cosgrove, CFO

From: Gregg Schuster, First Selectman 

Date: 12/31/13

Re: Ambulance Incentive Program Supplemental Appropriation

The Board of Finance, at their 12/27/13 special meeting, approved our recommended appropriation of \$5,500 for the ambulance incentive program. At our 12/5/13 meeting, we approved and recommended to the Board of Finance a \$48,000 appropriation. This recommendation is still outstanding, but is moot as it is no longer the correct amount.

The Board of Selectmen should rescind this action and replace it with the updated amount so the Board of Finance can take action at their 1/15/14 meeting.

Recommended Motion – “Move that the Board of Selectmen rescind the action from 12/5/13 that appropriated \$48,000 from General Fund unassigned fund balance to Fire Department Contractual, Temporary, Occasional Payroll for the Ambulance Incentive Program.”

Recommended Motion – “Move 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 \$42,500 for the Ambulance Incentive Program.”

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department:

Reason for Request:

Reason for Available Funds:

From:	Account Number	Account Name	Amount
	18501-36250	Appropriation from Fund Balance	42,500
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	Account Number	Account Name	Amount
	12202-40105	Fire - Contractual, Temp, Occas Payroll	42,500
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date Requested _____ Department Director or Supervisor - Signature

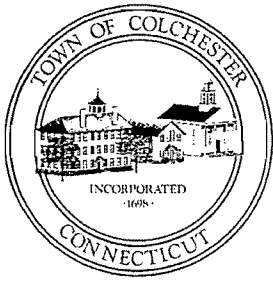
Print Name

Date Reviewed _____ Chief Financial Officer

Date Approved _____ First Selectman

Date Approved _____ Board of Selectmen Clerk

Date Approved _____ Board of Finance Clerk



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 (months) 60	Minimum Payment (Without Tax) \$ 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: _____
Guaranteed Minimum Images*°	Cost of Additional Images°	Meter Reading/Billing Frequency <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	
Black/White 0 Color 0	Black/White .008 Color .058		

* Based upon Minimum Payment Billing Frequency
 ° 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. ("RicoH") 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"/> _____ <small>Authorized Signer Signature</small></p> <p>Printed Name: <u>Gregg Schuster</u></p> <p>Title: <u>First Selectman</u> Date: <u>11 / 14</u></p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ <small>Authorized Signer Signature</small></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
--	--

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: _____
Name: Gregg Schuster
Title: Ricoh Selectman
Date: 1/14

By: _____
Name: _____
Title: _____
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	

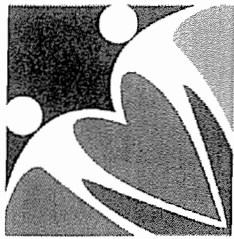
The Buy Out Amount represents the total amount payable by Ricoh for such purpose. Ricoh shall have no obligation, and does not assume any obligation, under the Third Party Lease. Customer acknowledges that Customer is solely responsible to make payments to the Payee under the Third Party lease, to return 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.

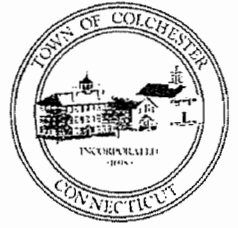
By: _____
Name: _____
Title: _____
Date: _____



Colchester Youth & Social Services

127 Norwich Avenue, Suite 205, Colchester, Connecticut 06415

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



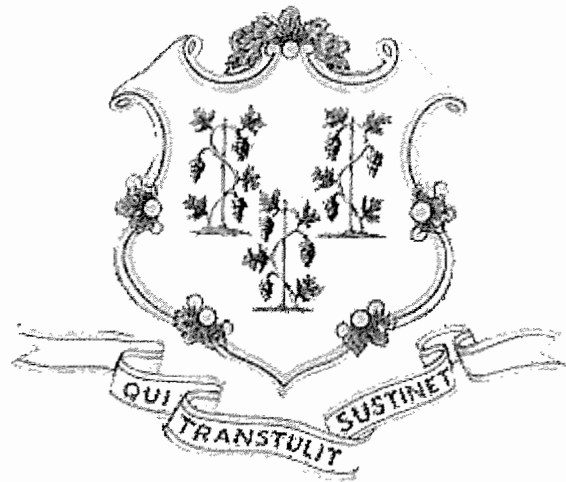
Memo

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

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	Program expenses
	LPC Grant : 3,105	Contracted facilitators = 1,200 Refreshments = 600 Giveaways/Incentives = 800 Materials/Printed supplies = 505

BUDGET NARRATIVE

13	Briefly describe proposed expenses listed on Schedule 4b	<p>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.</p> <p>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.</p> <p>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.</p>
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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.
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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.
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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>
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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>

Funding Application for Grant to Support Local Prevention Council

FUNDING APPLICATION 2013-2014

Five Steps in Prevention Framework

Please describe what stage or stages your community coalition and/or local prevention council is currently seeking funding for in the 2013-2014 year:

Capacity, Planning and Implementation

**How has your coalition grown in the last year?
(Please type narrative):**

Our group is comprised of key stake holders and people who are committed to the health and well-being of our youth. All of the schools are participating as well. We have worked on branding and have seen the success of that through recognition of community members.

Please identify what type of coalition efforts your funding application is for:

Service/program Delivery

Activity or event focused

Note: Collaboration is crucial to successful community efforts. Many coalitions and/or community groups are organized around many issues in the area of prevention not just substance abuse. Although this specific grant application is for the prevention of substance abuse, please describe any areas of prevention that the community coalition may be interested in being involved with:

Suicide, Domestic Violence

Please discuss the substance of priority or risky behavior that may lead to substance use, your coalition has chosen to tackle this year. It is important for us to understand how you are going to link your strategies to the mission of reducing substance abuse in the region/town.

Youth FIRST will address marijuana and prescription drugs this year. Based on the last survey completed in Colchester, marijuana was the drug of choice among youth and perception of harm was very low. Prescription drugs are being abused by our young people just as they are in the rest of the country and on the rise.



**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
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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)

**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/ 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 %

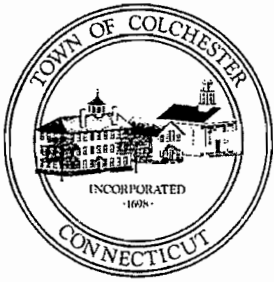
CASH FLOW DATA

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	



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

cc:

From: Gregg Schuster, First Selectman *GS*

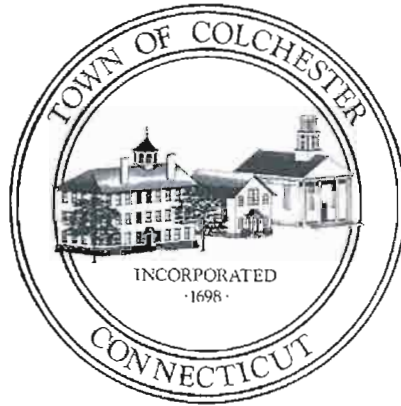
Date: 12/31/13

Re: Personnel Policies

The proposed revised personnel policies have been distributed to all unions. No union has requested impact bargaining. The revised policy is ready to be adopted.

Recommended Motion – “Move that the Board of Selectmen approve and implement the revised personnel policies effective February 3, 2014.”

TOWN OF COLCHESTER



EMPLOYEE HANDBOOK & PERSONNEL POLICIES

FINAL DRAFT – 09/27/13
ALL EDITS

**TOWN OF COLCHESTER
EMPLOYEE HANDBOOK & PERSONNEL POLICIES
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NOTICE AND DISCLAIMER OF CONTRACT

Nothing in this document is intended to create or constitute an expressed or implied contract of employment between the Town of Colchester and any of its present or future employees. The provisions of this document may be revoked or modified at any time by the Town of Colchester, in its absolute discretion.

The Town of Colchester will not recognize or be bound by any contract of employment with any employee or group of employees unless such contract is in writing and is authorized by the Board of Selectmen and signed by both the First Selectman and the employee or the certified collective bargaining representative for a group of employees.

Employment with the Town of Colchester is subject to termination, at will, by either the Town of Colchester or the employee, at any time, for any reason, with or without cause, unless otherwise agreed in writing by the First Selectman and the employee or the certified bargaining representative for a group of employees or as otherwise provided by state or local law. Both you and the Town of Colchester have the right to terminate employment at any time, for any reason, with or without cause, and with or without notice. Should any provision of these policies conflict with any provision of a collective bargaining agreement between the Town of Colchester and the certified bargaining representative for a group of employees, the provision of the collective bargaining agreement shall prevail for the members of that bargaining unit.

I. INTRODUCTION

History

The Town of Colchester, Connecticut was founded in 1698 at a point just north of the present Town Green at Jeremiah's Farm on land purchased by Nathaniel Foote from the Sachem of the Mohegan Indians. Colchester was the vision of a group of early English settlers who sought to lay out a new plantation in a large tract of virgin wilderness. In the early 1900's Colchester became the "Catskills of Connecticut". At least seven major hotels thrived. The tourist industry boomed throughout the 1930s. In the last fifty years the beach traffic brought many through Colchester. The Route 2 by-pass of the town was completed in the 1960s. But for those who did not just pass through, Colchester's dedication to the public school system, its acceptance of all peoples and its quality of life increased its population to 7,761 by 1980. In 2005 it was ranked 57th on the "100 Best Places to Live" in all of the United States, conducted by CNN. In 2010 Colchester became the first town in Connecticut, and the 36th in the country, to be certified with the National Wildlife Federation (NWF) as a Community Wildlife Habitat. Colchester is one of the fastest growing towns in Connecticut. As of 2012, over 300 years after the settling of Colchester, the population has grown to more than 16,000.

From an employment standpoint, the Town of Colchester strives to maintain a creative, open, spirited, and confident atmosphere in which employees can strive for self-fulfillment and career advancement.

Purpose of Your Employee Handbook

This **employee handbook** is intended to serve as a practical guide to the Town of Colchester's personnel policies and practices. However, since it is only a summary, compiled for the convenience of our employees and supervisors, it is not intended to cover all topics or circumstances. **The Town of Colchester reserves the right to modify, revise, delete, or add to any and all programs, practices or procedures described in this handbook at any time, with or without advance notice, and in the Town's sole discretion. You may receive updated information concerning changes to this handbook. The First Selectman's Office will forward any documents to the appropriate people when necessary. Should you have any questions about any section of this handbook, ask your supervisor or the Human Resources office. Until noted otherwise, for the purposes of this policy, the "Human Resources Office" shall mean the First Selectman's Office.** We reserve the right to respond to specific situations in whatever manner we believe best suits the needs of the Town of Colchester and the employee involved. Where there are differences between the provisions of **these policies and other written and approved employment related policies**, or in collective bargaining agreements to which the Town of Colchester is a party, policies and collective bargaining agreements shall **control take precedence.**

Affirmative Action / Equal Employment Opportunity

~~The Town of Colchester is firmly committed and has as its long-standing policy to provide equal opportunity in employment to all qualified persons on the basis of job-related skills, ability and merit.~~

~~Except in cases of bona fide occupational qualification or need, the Town of Colchester will continue to take affirmative action to ensure that applicants are employed and employees are treated without regard to their race, color, religion, sex, national origin, ancestry, age, veteran status, or mental disorder (present or history thereof), physical disability, marital status, sexual orientation, genetic information, pregnancy, or other protected status. This policy applies to all employment actions taken by the Town, including, but not limited to: recruitment, job posting and advertising, hiring, promotion, upgrading, demotion or transfer, layoff and termination, rates of pay and other forms of compensation and benefits, and selection for training.~~

The Town is an equal opportunity employer, dedicated to a policy of nondiscrimination in employment on any basis prohibited by law. The Town considers applicants for all positions without regard to race, color, religion,

gender, national origin, age, disability, marital status, veteran status, sexual orientation, genetic information, gender identity/expression or any other legally protected status, and is committed to providing equal opportunities in terms of its recruiting and hiring practices. The Town is also committed to providing equal opportunities to its employees in all of its employment practices, including but not limited to compensation, training, transfers and promotions, and in the provision of all of its employee benefit programs.

The Town further applies affirmative action to employ and advance in employment employees and applicants for employment who are qualified females, minorities, individuals with disabilities or individuals who are qualified veterans. In furtherance of the Town's policy regarding Affirmative Action and Equal Employment Opportunity, the Town will maintain a written Affirmative Action program which sets forth the policies, practices and procedures which the Town has committed to applying in order to ensure that its policy of non-discrimination and affirmative action for qualified females, minorities, individuals with disabilities and veterans is accomplished. The objective of these policies and programs is to attract and promote individuals who are qualified and/or trainable for available positions by virtue of job related standards or education, training and personal qualifications.

This policy has the full backing and support of the First Selectman and the Board of Selectmen. The cooperation and support of all employees is expected. Overall responsibility for directing and implementing this policy has been assigned to the First Selectman, who serves as the Affirmative Action Officer and Equal Employment Opportunity Coordinator. In this capacity, the First Selectman shall, among other things, annually review and examine the effectiveness of the Town's affirmative action program and its compliance with applicable affirmative action and anti-discrimination laws.

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities: (1) filing a complaint; (2) assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of any affirmative action or anti-discrimination laws; (3) opposing any act or practice made unlawful by any affirmative action or anti-discrimination laws.

Sexual (and other) Harassment

~~Harassment of an employee, by a supervisor or co-worker on the basis of sex, race, color, religion/creed, national origin, ancestry, age, disability, citizenship, marital status or sexual orientation creates a harmful working environment. It is the policy of the Town of Colchester to maintain a working environment free from harassment, insults or intimidation on the basis of an employee's sex, race, color, religion/creed, national~~

origin, ancestry, age, disability, citizenship, marital status or sexual orientation. Physical, verbal or non-verbal, (including electronic), conduct, by a supervisor or co-worker relating to any of these characteristics or factors which has the effect of creating an intimidating, hostile or offensive work environment, unreasonably interfering with the employee's work performance or adversely affecting the employee's employment opportunities, will not be tolerated.

While it is difficult to define sexual harassment precisely, it does include any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. submission to or rejection of such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Although not an exhaustive list, the following are examples of the type of conduct prohibited by the policy against sexual harassment:

1. unwelcome sexual relations with a co-worker or supervisor;
2. unwelcome attention of a sexual nature such as degrading comments, propositions, jokes, tricks or noises; or
3. the threat, or suggestion, that continued employment, advancement, assignment, earnings or other terms and conditions of employment depend on whether or not the employee will submit to, or tolerate, harassment.

The use of disability related or racially derogatory jokes or comments, racial or religious epithets, or ethnic slurs that have the effect of creating an intimidating, hostile or offensive work environment, and insults or intimidation demonstrating age bias, are also examples of the type of conduct prohibited by this policy.

Any infraction of this policy by supervisors or co-workers should be reported immediately to the Department Head or Human Resources Office. Confidentiality at the time of reporting the infraction is assured; however, complete confidentiality cannot be guaranteed in light of the Town's need to investigate such an infraction and resolve the matter. The Town reserves the right to take any appropriate action under all the circumstances to correct any violation of this policy. Retaliation against any employee for complaining about harassment on the basis of sex, race, color, religion, national origin, ancestry, age, disability, citizenship, marital status, sexual orientation, or any other characteristic protected by law is prohibited.

~~Violations of this policy, including retaliation for filing any complaint or cooperating in any investigation under this policy will not be permitted and may result in discipline, up to and including dismissal.~~

Workplace Harassment and Discrimination

The Town will not tolerate verbal, physical, or electronic conduct by any employee that discriminates against any co-workers, visitors, or others associated with the Town, on the basis of any legally protected status, or which harasses, disrupts or interferes with another's work performance or which creates an intimidating, offensive or hostile working environment.

Discrimination or harassment can take many forms. It may be, but is not limited to: words, conduct, adverse job action, signs, jokes, pranks, intimidation, physical contact, or violence. While all forms of discrimination and harassment based on an employee's legally protected status are prohibited, including but not limited to any adverse job action or intimidation based on race, color, age, religion, gender, national origin, disability status, marital status, veteran status, genetic information, gender identity/expression or sexual orientation, it is the Town's policy to emphasize that sexual harassment is illegal and prohibited by both state and federal law. Specifically, it is contrary to the Town's policies for any employee to sexually harass another employee by:

- A. Making unwelcome sexual conduct or requests for sexual favors a condition of an employee's continued employment; or
- B. Using an employee's submission or rejection of such conduct as the basis for making employment decisions (e.g., promotions, raises); or
- C. Creating a work environment in which conduct of a sexual nature substantially interferes with an individual's work performance or creates an atmosphere intimidating, hostile or offensive to employees.

Although not an inclusive list, the following are examples of the type of conduct prohibited by the policy against sexual harassment:

- A. Unwelcome sexual advances, propositions or flirtations;
- B. Unwelcome attention of a sexual nature such as degrading comments, suggestive or lewd remarks, propositions, jokes, tricks or noises;
- C. Unwanted hugs, touches, kisses or requests for sexual favors;

D. The threat or suggestion that continued employment, advancement, assignment or earnings depend on whether or not the employee will submit to or tolerate harassment;

E. Retaliation for complaining about sexual harassment.

All employees are further advised that sexually explicit or sexually offensive material has no place within the Town's facilities. Such material may not be posted, displayed, or even possessed within the facility. Possession of such material, even if it is not posted or publicly displayed, will be considered a violation of Town policy and will subject the individual to disciplinary action.

Any employee who believes that the actions or words of a supervisor or fellow employee or any outside party in the workplace constitute unwelcome harassment or unlawful discrimination has a responsibility to report such conduct or immediately complain to his/her immediate supervisor should his/her direct requests that the conduct cease be ignored. If an employee is uncomfortable raising his/her complaint with someone to whom s/he reports, or if the complaint involves someone in his/her direct line of command, then that employee should bring a complaint to the First Selectman or any employee in the Human Resources Office (or, if necessary, to any other managerial representative of the Town).

Confidentiality at the time of reporting the incident will be preserved to the maximum extent possible. However, all allegations of unlawful harassment and discrimination must be investigated promptly. In this regard, the reporting employee, the alleged harasser or discriminator and any other employees aware of the incident are expected to treat this information in a confidential manner.

The Town will take prompt action upon the receipt of a complaint of unlawful harassment or discrimination. Any employee determined to have committed unlawful harassment or discrimination will be subject to appropriate disciplinary action, up to and including termination. Moreover, any individual who makes unwelcome advances, threatens or in any way discriminates or harasses another employee based on a legally protected status may be personally liable for monetary damages for such actions and their consequences.

The Town will not tolerate the taking of any reprisal against an employee who, in good faith, files a complaint of unlawful harassment or discrimination.

Americans with Disabilities Act Statement

The Town is committed to employing all individuals on the basis of ability rather than disability. This commitment includes making reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual. A reasonable

accommodation may include any action which enables an individual with a disability to perform the essential functions of his or her position but which does not result in an undue hardship to the business. A "reasonable accommodation" is a change in the work environment or work procedures that gives a qualified individual with a disability the same employment opportunities as non-disabled individuals.

If an individual requests an accommodation, we will determine whether the individual has a "disability" as defined by the Americans with Disabilities Act (ADA) or any other state or federal disability law and whether an accommodation is appropriate and reasonable. This may require assistance from your physician or medical care provider. To request an accommodation or other assistance, contact your supervisor or Human Resources.

Reasonable Accommodations

The Town will provide reasonable accommodations to a qualified individual with a disability, as defined under applicable law, who has made the Town aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Town. Applicants or employees with a disability who believe that they need a reasonable accommodation to perform the essential functions of their job should contact their supervisor and/or the First Selectman.

On receipt of an accommodation request, the Town will review potential reasonable accommodation(s) that the Town may be able to make to enable employees to perform the essential functions of their job. As part of this process, an applicant or employee may be required to provide authorization to the Town to communicate with and obtain documentation from his or her doctor regarding the medical condition(s) for which reasonable accommodation is sought, and may further be required to be evaluated by a doctor of the Town's choice. All such medical information discussed and received will be treated as confidential to the extent required and permissible by law.

Anti-Discrimination

We are committed to providing a work environment that is free from all forms of unlawful discrimination. Discrimination in any form is illegal and all discriminatory practices are prohibited and will not be tolerated under any circumstances. It is our policy to provide a work environment free from all forms of discrimination which may be considered harassing, offensive, coercive, hostile, intimidating, threatening or disruptive. These behaviors include, but are not limited to, harassment, joking and demeaning remarks, stories, use of nicknames or other abusive conduct directed at an employee because of sex, race, color, religion, national origin, ancestry, age, disability, citizenship, marital status, sexual orientation, or any other characteristic protected by law.

Reporting Legal / Ethical Violations

It is the philosophy of the Town of Colchester that every employee has the responsibility to take action to prevent problems and improve our operation. If employees observe possible unethical or illegal conduct, they are encouraged to report their concerns.

Employees and others may communicate suspected violations of law, policy, or other wrongdoing, as well as any concerns regarding questionable accounting or auditing matters (including deficiencies in internal controls) by contacting their supervisor, Human Resources, or the First Selectman.

We will treat all communications under this policy in a confidential manner, except to the extent necessary to conduct a complete and fair investigation, or for review of operations. All inquiries will be subject to Freedom of Information Act (FOIA) guidelines and regulations.

The Town prohibits any form of retaliation against any employee for filing a good faith complaint under this policy or for assisting in a complaint investigation.

Workplace Threats and Violence

~~Nothing is more important to~~ The Town of Colchester ~~than~~ regards the safety and security of its employees as critical. **There is a zero tolerance policy towards any threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by employees on Town of Colchester property or in relation to employment with the Town will not be tolerated.** Violations of this policy will lead to disciplinary action, ~~which may include~~ **up to and including** dismissal. **Depending on the severity of the violation of this policy, the Town reserves the right to seek the arrest and possible prosecution of the employee.**

Any employee who ~~makes substantial threats, exhibits threatening behavior~~ **threatens another employee (for example: harassment, intimidation, displaying a weapon, etc.),** or engages in violent acts on Town property shall be removed from the premises as quickly as safety permits, and shall remain off Town premises pending the outcome of an investigation. The Town will initiate an appropriate response. This response may include, but not be limited to: ~~suspension and/or termination,~~ reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the employee or employees involved.

All Town of Colchester personnel are responsible for notifying the management representative designated below of any threats, which they have witnessed, received, or have been told that another employee has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be

carried out on a Town-controlled site, or is connected to employment with the Town. Employees are responsible for making this report regardless of the relationship between the employee or persons who initiated the threat or threatening behavior and the employee or persons who were threatened or were the focus of the threatening behavior. If the designated management representative is not available, personnel should report the threat to their supervisor (or that individual's supervisor if the threat is made by the supervisor).

All individuals who apply for or obtain a protective or restraining order which lists Town locations as being protected areas, must provide to the designated management representative a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

The Town of Colchester understands the sensitivity of the information requested and has developed confidentiality procedures, which recognize and respect the privacy of the reporting employee(s).

The designated management representative is:

Name: Jenny Contois
Title: First Selectman
Telephone: 537-7220
Location: Selectman's Office, Town Hall

~~ZERO TOLERANCE POLICY ON WORKPLACE VIOLENCE~~

~~The Town of Colchester maintains a zero tolerance policy on violence in the workplace. Any violent act is strictly prohibited. Participating in, provoking or otherwise contributing to any violent act in the workplace including but not limited to abuse, assault, battery, threats and/or harassment will result in severe disciplinary action up to and including discharge.~~

Release of Employee Information

Employee personnel files and records are subject to the Freedom of Information Act (FOIA) and may be requested for viewing from outside individuals, organizations, and agencies. Health Insurance Portability and Accountability Act (HIPAA) guidelines take precedent over FOIA regulations with regards to employee information being available and therefore personal medical records are not subject to FOIA requests.

Conflict of Interest

Employees have an obligation to conduct business within Town policies that prohibit actual or potential conflicts of interest. This section establishes only the framework within which the Town of Colchester wishes to operate. The purpose of these policies is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. All employees are bound by the Town of Colchester's Code of Ethics.

An actual or potential conflict of interest occurs when an employee is in a position to influence a work-related decision that may result in a personal gain for that employee or for a relative. Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which The Town does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Town.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, leases, etc., he or she must disclose the existence of any actual or potential conflict of interest as soon as possible to a manager so that safeguards can be established to protect all parties.

Employees must not engage in any other employment or self-employment, or providing services to others, with or without compensation, during normal working hours.

II. YOUR JOB

Employment Classification

An employee's classification is determined based upon the employee's regular hourly workweek with the Town of Colchester. While it does not alter the at-will nature of employment with the Town, an employee's classification is significant, as it determines what Town-provided benefits, if any, an employee is eligible to receive.

The employment classifications for employees working for the Town of Colchester are as follows:

A. Regular. A regular employee is hired for "continuous" work and not hired to fulfill duties on a temporary or short-term basis.

B. Temporary. A temporary employee is one who provides services to the Town of Colchester on an "as-needed," intermittent or seasonal basis. Temporary employees are not eligible for any benefits offered by the Town of Colchester.

a.C. Full-time. A full-time employee is one who ~~has successfully completed a three (3) month probationary period of employment and who consistently~~ **is regularly scheduled works throughout the year for** a minimum of thirty-five (35) hours per week. Full-time employees who meet all other qualifications required by the Town and/or its benefits provider(s), are eligible for all of the employee benefits offered by the Town, such as group insurance, holidays, vacation, sick leave, leaves of absence, and other benefits as set forth in this handbook.

b.D. Part-time. A part-time employee is one who ~~has successfully completed a three (3) month probationary period of employment and who consistently works throughout the year~~ **is normally scheduled** to work less than thirty-five (35) hours per week **on a regular basis**. Part-time employees are paid on an hourly or daily salary basis. There are two (2) different part-time classifications:

1. Part-time employees ~~who consistently~~ **are regularly scheduled to** work a minimum of thirty (30) hours per week and who meet all other qualifications required by the Town are eligible to earn vacation, holidays, sick leave, ~~paid time-off~~, longevity, and ~~life~~ insurance benefits and to participate in our ~~IRA~~ 401(a) plan on a prorated basis as set forth in these personnel policies. Employees who consistently work a minimum of thirty (30) hours per week also receive the long-term disability benefit and may participate in the Town's Deferred Compensation 457 Plan as set forth in these personnel policies.

2. Part-time employees who consistently work less than thirty (30) hours per week are not entitled to any fringe benefits offered by the Town, unless otherwise explicitly provided in this handbook and personnel policies.

e.E. Probationary. During the first three months of any full-time or part-time employee's employment with the Town of Colchester, the employee will be considered a probationary employee. Probationary employees are not eligible for any benefits offered by the Town of Colchester. Sick leave, personal leave and vacation will accrue, but cannot be used, during ~~probation~~ **this period. The probationary period for newly-hired full-time or part-time employees may be waived with the permission of the First Selectman through a signed letter confirming such waiver.** (NOTE: Option to waive waiting period will be added to a future section of the policy)

F. Elected Official. An elected official is one who has been duly elected by the residents of the Town of Colchester or appointed to fill a vacancy and is otherwise considered a "full-time" employee as defined in this section. The elected officials that this policy pertains to are solely the First Selectman, Town Clerk, and Tax Collector. Elected officials are not subject to the three (3) month probationary period upon election or appointment. Elected officials are eligible for all of the employee benefits offered by the Town, such as group insurance, vacation, holidays, sick leave, paid time-off, leaves of absence, and other benefits as set forth in these personnel policies effective the first day of the month immediately following their election or appointment. Benefits provided to paid,

full-time elected officials are to be determined by the Town of Colchester's Board of Selectmen and may be expanded or decreased as is deemed in the best interest of the Town.

G. Exempt And Non-Exempt Status. Consistent with applicable federal and state wage and hour laws, employee classifications fall into one of two categories: "exempt" or "non-exempt." These terms are defined by the Fair Labor Standards Act, which is a federal law requiring that certain employees be paid at least the minimum wage and overtime for hours worked over 40 hours a week. However, the law provides that some employees are "exempt" from this requirement, and therefore do not have to be paid a specific hourly wage or overtime. You will be advised whether your position is an exempt or non-exempt position.

Exempt: Exempt employees do not have any limits on the hours that may be worked in a given work or pay period. They are expected to work the hours needed to accomplish their job responsibilities without receiving extra pay for overtime worked.

Non-Exempt: Non-exempt employees are paid an hourly rate and are eligible for overtime pay at the rate of 1 ½ times their regular hourly rate of pay for hours worked in excess of 40 hours per work week.

Employee Hiring and Dismissal

Purpose

The Town of Colchester Charter, Article IV The Board of Selectmen, § C-402, C. "The appointment and dismissal of all Town employees shall be administered by the Board of Selectmen, but the Board of Selectmen may delegate such authority as is deemed necessary for the sound administration of Town government."

The Town of Colchester Charter, Article XIII Town Employees and Appointed Officials, § C-1301 "The appointment and dismissal of all Town employees, except those who are elected or are under the jurisdiction of the Board of Police Commissioners, shall be made by the Board of Selectmen, but the Board of Selectmen may delegate such authority as is deemed necessary for the sound administration of Town government. All appointments shall be made on the basis of merit and after examination of qualifications. The Board of Selectmen shall neither appoint nor dismiss Town employees associated with fire protection services except as recommended by the Fire Chief. Before the appointment or dismissal of any Town employee, the Board of Selectmen shall consult with the board, department or individual to whom the services of such employee are to be or have been rendered."

The purpose of this policy is to specify the Board of Selectmen's delegation of authority for the hiring and dismissal of Town employees and joint Town/Board of Education (BOE) employees as it pertains to the language of the Town of Colchester charter.

Town Employee Hiring and Dismissal

The First Selectman shall hire and dismiss employees of the town, with the exception of employees whose employment is otherwise provided by law (i.e. elected officials), and department heads. For the purposes of this policy, department heads are: Assessor, Building Official, CHVFD Chief, Cragin Memorial Library Director, Public Works Director, Recreation Manager, Senior Center Director, Town Engineer, Town Planner/Planning Director, and Youth & Social Services Director.

The Board of Selectmen shall be given notice of all full-time and part-time employees who are hired or dismissed by the First Selectman prior to the next Board of Selectmen meeting immediately following the hire or dismissal. This notification requirement to the Board of Selectmen shall not apply to per-diem or temporary/seasonal employee hiring or dismissal actions.

At either of its next two meetings following such hiring or dismissal notification to an employee, the Board of Selectmen, by a majority vote, may request a review of the decision to hire or dismiss and confirm or reverse the decision of the ~~make a recommendation to the~~ First Selectman. The authority to hire and dismiss department heads and employees whose employment is otherwise provided by law rests solely with the Board of Selectmen.

Joint Town/Board of Education Employee Hiring and Dismissal

Joint Town/Board of Education employees, including department heads serving as joint employees, may be hired or dismissed following the approval of the Board of Selectmen and Board of Education by majority vote or by the BOE ~~its~~ designee. The Chief Financial Officer's hiring and dismissal shall be processed per the Town of Colchester Charter.

Termination of Employment

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are

examples of some of the most common circumstances under which employment is terminated:

Resignation: voluntary employment termination initiated by an employee.

Discharge: involuntary employment termination initiated by the employer.

Layoff: involuntary employment termination initiated by the employer that is generally not for disciplinary reasons.

Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Notice

We hope that you will remain with the Town; however, should you decide to resign, we request that you provide two weeks advance notice to your supervisor (in writing).

Return of Equipment/Supplies

Prior to the end of the last day of work the employee must return all Town equipment and property to his/her supervisor. This includes, but is not limited to, the return of all uniforms, credit cards, badges, and keys. Terminating employees are required to settle any outstanding debts prior to the last day of employment.

Benefits Continuation (COBRA)

Federal law may allow employees and their dependents who are covered by our health insurance program to temporarily continue that coverage following certain qualifying events (such as termination of employment), when health coverage would otherwise end.

Employee Relations

We have an open door policy. There may be times when you will have a constructive suggestion or a complaint to make. There also may be times when a difference of opinion will arise between you and another employee or your supervisor. We encourage you to bring any questions, suggestions, and complaints to our attention. We will give careful consideration to each of these in our continuing effort to improve our operations.

We are committed to open and honest discussion of employee problems and concerns raised in good faith without fear of retaliation. The best way to clarify a misunderstanding, solve a problem, or resolve a difference of opinion is to

discuss the matter directly with the other person(s). If the matter goes unresolved, we believe that the following procedure will ensure that complaints receive full consideration. Should an unsatisfactory situation arise concerning the terms and conditions of your employment, it is important that you bring it to the attention of the appropriate person according to the following procedure:

Step 1 - Talk to your supervisor within 15 working days of event. It is your supervisor's responsibility to ensure that any complaint received is given prompt attention.

Step 2 - In the event you feel the problem remains unresolved after discussing it with your supervisor, (or if your issue directly involves your supervisor), you are encouraged to meet with the Department Head within 15 working days of event or non-resolution. The Department Head has 15 working days to respond to employee.

Step 3 - If you still feel that your problem/complaint remains unresolved, you may request a meeting with the First Selectman within 15 working days of non-resolution and First Selectman has 15 working days to respond to the employee.

Performance Appraisal

Ongoing communication between employees and supervisors to establish goals, clarify job accountabilities, and determine performance standards is the key to effectively managing performance, ensuring that employees have the tools to be successful in their jobs and ultimately ensuring the success of the Town. The performance management and appraisal process provides an ongoing means of communication between supervisors and employees resulting in an annual written performance appraisal. Appraisals are prepared based on the performance activities of the past year.

Performance appraisals will include a summary of the employee's performance that is measured against job accountabilities description, performance standards and specific goals, and objectives during the performance period. The appraisal will also be used to create goals and career development objectives for the new performance period.

Your job performance and your ability to comply with policies and practices directly affect your career advancement, your pay, and your continued employment.

Development Opportunities

The Town of Colchester is committed to providing employees opportunities for individual growth and development in their jobs. You should accept the challenge to grow and develop in your job. The Town will provide you with the opportunity for training, future growth, and career development. By the same token, it is expected that employees will take an active approach in self-improvement by seeking out educational and training opportunities, with the approval of their department head.

Attendance

~~The Town of Colchester relies on all of its employees to report to work regularly and on time. If an employee is going to be late or absent, he or she must contact his or her supervisor immediately. If an employee has to leave work early, he or she must obtain advance approval from his or her supervisor.~~

~~The Town will take disciplinary action, up to and including discharge, where an employee's attendance is unacceptable or where an employee fails to comply with the above notice requirements.~~

You are important to our success, and each job is important to the smooth operation of our Town. Reporting to work on time, continuing to work until the end of the workday, and being at work on a regular and consistent basis is expected of each employee. Your attendance and punctuality record directly affects your performance evaluations, your opportunities for advancement and your continued employment.

The Town does not tolerate unexcused absences. An excused absence means that you have requested and received your supervisor's permission to be absent for a certain day. An "unexcused absence" is defined as all other absences when your supervisor has not approved the time off or where you have failed to make appropriate attempts to contact your supervisor. With the exception of extenuating circumstances, more than three unexcused absences in a year will result in discipline up to and including discharge. Consecutive absences may be treated as one incident.

If you are absent from work for three (3) consecutive work days and fail to properly call in to your supervisor, you will be considered to have **voluntarily resigned** abandoned your job and may be subject to termination.

If it should become necessary for you to be late or absent, you are required to inform your supervisor as soon as possible. Speak directly with your supervisor. It is also expected that you will notify your supervisor in advance to request time

off unless it is a case of illness or unexpected emergency situation. Calling in to say that you are taking vacation time or time off for some other reason that could have been scheduled in advance is not acceptable.

Even if reported and excused, absenteeism and tardiness that becomes excessive places a heavy burden on other employees. What is “excessive absenteeism”? Employees are provided with vacation, personal, and sick time. Absences in excess of this time are considered excessive – such situations will be addressed by disciplinary action and possibly termination of employment. However, excessive absenteeism does not include approved and documented leaves of absence, jury duty, military duty, approved and scheduled vacation time, or bereavement leave taken within Town guidelines. Excessive absenteeism will result in discipline up to and including discharge.

Tardiness is not acceptable. Excessive tardiness is subject to disciplinary action.

Lunch and Breaks

Lunch times and length of lunch periods are to be determined by department management, in accordance with applicable labor laws. You may not forego your lunch period in order to shorten your workday, unless authorized by your supervisor. Employees are expected to work up to the start of the lunch period and be at their workstations ready to work at the end of the lunch period.

Personnel Records

Each employee is responsible for updating personnel information with the ~~First Selectman~~ **Human Resources Office**, in writing, when there is a change in the employee's address, telephone number, marital status, emergency contact, or number and names of dependents.

Tax information must be kept current. W-4 forms are available in the ~~Payroll Department~~ **Human Resources Office** throughout the year.

A personnel file will be maintained by the ~~First Selectman~~ **Human Resources Office** on each employee of the Town of Colchester and may contain any or all of the following items:

1. Employment application, resume, letters of reference;
2. Correspondence and agreements regarding employment with the Town of Colchester;
3. Copies of any evaluations;
4. Requests for vacation, leave, personal days and all other authorized absences;

5. Copies of all correspondence or other records relating to employment, promotion, discipline, dismissal or resignation;
6. Authorizations for withholding monies from pay for any lawful purpose;
7. Authorizations for pay changes signed by the First Selectman.

All records maintained by the ~~First Selectman~~ **Human Resources Office** are the property of the Town of Colchester and subject to the State's Record Retention Requirements, and the requirements of the Connecticut Freedom of Information Act. Employees may view their personnel files at mutually agreeable times. **When reviewed, personnel files may not be taken from the Human Resources Office and must be reviewed with the supervision of an employee of the Human Resources Office.**

III. YOUR PAY AND BENEFITS

Your Paycheck

All employees are paid on a bi-weekly basis. All required deductions for federal, state or local taxes, and all authorized voluntary deductions such as health or dental plans, 401(a), 457, etc. are withheld from your paycheck. All paychecks will be directly deposited into your personal checking or savings account(s).

Non-exempt Employee Pay

If you are classified as a non-exempt employee, you must maintain a record of the total hours you work each day. These hours must be accurately recorded on a time card that will be provided to you by your supervisor. Your time card must accurately reflect all regular and overtime hours worked, any absences, late arrivals, early departures, and meal breaks. Any absences will be verified by the employee and their supervisor and coded properly on the time card for payroll and record keeping purposes.

~~Unless you are authorized by your supervisor,~~ You should not work any hours that are not authorized by your supervisor. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time card. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your time card. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

It is a violation of the Town's policy for any employee to falsify a time card, or to alter another employee's time card. It is also a serious violation of Town policy for any employee or supervisor to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time card to under- or

over-report hours worked. If any supervisor or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked, or (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, you should report it immediately to the Human Resources Office.

Exempt Employee Pay

If you are classified as an exempt salaried employee, with work hours specified in the relevant job description, you will receive a salary that is intended to compensate you for all hours you may work for the Town. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Exempt employees must complete a bi-weekly time card and is are responsible for maintaining a record of time off taken due to vacation, illness, bereavement, etc.

Your wages may be reduced for certain types of deductions such as your portion of the insurance premiums; state, federal or local taxes; social security; or, voluntary contributions to a 401(a) and/or 457 plan.

Reporting Paycheck Concerns

If you believe you have been subject to any improper deductions or your pay does not accurately reflect your hours worked, you should immediately report the matter to Payroll. If Payroll is unavailable, you should immediately contact the Human Resources Office.

In the event that your paycheck is lost or stolen, please notify your supervisor immediately or the Payroll Department.

Overtime

Non-exempt employees will be paid at the rate of time and one-half their regular hourly rate of pay for all hours worked in excess of forty (40) hours in a workweek. For the purpose of calculating overtime, hours not worked but credited to an eligible, non-exempt employee include: holidays, paid sick leave, and vacation days. All overtime work must be authorized in advance by the employee's supervisor.

Benefits

The Town of Colchester provides the following benefits to full-time employees, as defined in these personnel policies. The Town of Colchester also provides pro-rated benefits as well as others as outlined in this policy to employees who work no less than 30 hours per week, excluding health insurance. The Town of Colchester reserves the right to modify or eliminate any benefits from time to time in its sole discretion, and with~~out~~ prior notice to employees. The Town will provide such notice of benefit changes as is practical at the time of the change. Should any statement contained herein conflict with the terms of any actual benefit plan or contract, including any individual employment contract, the terms of such plan or contract shall prevail.

~~Paid, full-time, elected Officials (First Selectman, Town Clerk, Tax Collector) are provided medical and dental benefits, long-term disability (LTD), as outlined in these policies, and may also participate in the Town's Deferred Compensation Plan. Benefits provided to paid, full-time elected officials are to be determined by the Town of Colchester's Board of Selectmen and may be expanded or decreased as is deemed in the best interest of the Town.~~

Holidays

~~Eligible~~ Full-time employees and part-time employees regularly scheduled to work at least thirty (30) hours per week shall observe the following holidays off with pay annually:

1. ½ Day New Year's Eve
2. New Year's Day
3. Martin Luther King, Jr. Day
4. Presidents' Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Veterans' Day
13. ½ Day Christmas Eve
14. Christmas Day
15. One (1) Floating Holiday

Employees eligible for holidays off with pay shall be paid for the hours they were regularly scheduled to work on ~~the holiday~~ a work day. ~~if they~~ **Eligible employees must** work their full schedule on the first regularly scheduled work day immediately prior

to the holiday and on the first regularly scheduled workday immediately following the holiday, or ~~if they were~~ **be** on an approved paid leave of absence ~~with pay for such days.~~

~~Regular, part-time employees who are consistently scheduled to work at least twenty (20) hours per week shall be eligible for holidays off with pay and according to the preceding guidelines.~~

For the purpose of calculating overtime, hours credited to an eligible full-time employee for holiday pay will be considered as hours worked. If a holiday falls on a Saturday or Sunday it will be observed on the preceding Friday or the following Monday, at the sole discretion of the Town.

Vacations

All **regular** employees **who work at least 20 30 hours per week** will receive their vacation time on January 1st of each year, based on the prior year's accrual. Employees ~~presently~~ **will** accrue vacation days based on completed years of service as follows:

<u>Years of Completed, Continuous Full-Time Employment</u>	<u>Annual Vacation</u>
After 1 year	One week (5 working days)
After 2 years	Two weeks (10 working days)
After 7 years	Three weeks (15 working days)
After 14 years	Four weeks (20 working days)

<u>0 – less than six months</u>	<u>0 days</u>
<u>6 mos – 1 yr</u>	<u>3 days</u>
<u>1 year</u>	<u>10 days</u>
<u>2 years</u>	<u>11 days</u>
<u>3 years</u>	<u>12 days</u>
<u>4 years</u>	<u>13 days</u>
<u>5 years</u>	<u>15 days</u>
<u>6 years</u>	<u>16 days</u>
<u>7 years</u>	<u>17 days</u>
<u>8 years</u>	<u>18 days</u>
<u>9 years</u>	<u>19 days</u>
<u>10 years</u>	<u>20 days</u>
<u>More than 10 years</u>	<u>20 days</u>

Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall earn vacation on a pro-rated basis, but such employees shall, in no case, be entitled to more than two (2) weeks of vacation per year. ~~Part-time employees who are regularly scheduled to work at least twenty (20) hours per week shall earn vacation on a pro-rated basis, but such employees shall, in no case, be entitled to more than one (1) week of vacation per year.~~

Full-time employees do not accrue or earn vacation benefits during unpaid leaves of absence when the leave lasts longer than 30 days. In such a situation, the ~~an~~ unpaid leave of absence will be deducted from the employee's total continuous years of service for the purpose of determining vacation entitlement.

In the event a paid Town holiday falls within an employee's scheduled vacation period, that holiday will not count as an employee vacation day.

Employees who request vacation time must complete a Time-Off Request Form (available in the Human Resources Office). Vacation time must be pre-approved by the employee's immediate supervisor. Normally, individual vacation days will be requested three or more days in advance. In case of emergency or unusual circumstances, less notice may be given for vacation request.

Any employee may take vacation days in conjunction with personal leave days, holidays or sick leave.

Assignment of vacation time off will be based on the operational needs of the Town.

Employees ~~who work 30 hours or more and qualify for vacation benefits will be allowed to~~ may carry over ~~accrued unused vacation days to a maximum accumulation of 30 days~~ no more than 10 vacation days per year one year's worth of allotted vacation leave. Carryover of more than 10 vacation days one's annual vacation allotment per year must be approved by the employee's supervisor and the First Selectman.

Upon termination or retirement, each employee will be paid for accrued vacation at his/her current base rate of pay.

The First Selectman can grant newly-hired employees more vacation, than the above table allots, at his/her discretion, with the consent of the Board of Selectmen.

Joint Town/Board of Education employees' vacation time is accounted for on a fiscal year basis.

Medical and Dental Insurance

~~Each full-time employee may currently elect single, two-person or family coverage under one of the following medical plans:~~

- ~~1. Century Preferred Managed Care Plan~~
- ~~2. Blue Care Managed Care Plan~~

~~All references in this Policy to types of benefits are solely for the purposes of description and identification, and in all cases the terms and provisions of insurance policies themselves shall govern any claim. The Town currently provides a copy of the insurance plans to all employees covered by this Policy.~~

~~Employees shall be given the opportunity to change their election of a plan on an annual basis only.~~ **All full-time employees may elect to receive group insurance coverage provided by the Town for their employee group. Whenever the Town changes the group insurance plans or contributions, employees of the affected group shall be given written notification of such change. Detailed descriptions of the group insurance plans are available at the Human Resources Office.**

The benefit choices you make during the annual open enrollment period take effect July 1 and remain in effect until June 30 each year. After July 1, you may only make changes to your benefits if you notify Human Resources within 30 days of a qualifying event. A qualifying event is a change in an employee's or dependent's status that results in a gain or loss of coverage or coverage options. The election change must be consistent with the change in status.

The Town may change insurance carriers or modify the insurance policies described in this section at any time in its sole discretion and with ~~out~~ prior notice to employees. The Town will provide such notice of benefit changes as is practical at the time of the change.

~~Each eligible employee shall contribute, through weekly payroll deduction, seven and one-half percent (7.5%) of the monthly premium cost for individual, two-person or family medical benefit coverage for the Century Preferred Plan and seven and one-half percent (7.5%) for the monthly premium cost for individual, two-person or family medical benefit coverage for dental benefits. The Town contributes one hundred percent (100%) of the monthly premium cost for individual, two-person or family coverage for the Blue Care Managed Care Plan. The preceding contribution rates are subject to change without prior notice to employees. The Town will provide such notice of change as is practical at the time of the change.~~

The Town currently maintains a plan under Section 125 of the Internal Revenue Code for the purpose of permitting employees to make their premium contributions on a pre-tax basis, to the extent provided by law.

~~The Town, in its sole discretion, may elect to implement a program of cost containment procedures, including, but not limited to pre-admission review, admission planning services, admission and continued stay review, second surgical opinions and hospital bill audits. Prior to implementing any such program, the town will provide information sessions for employees. For non-Medicare eligible employees who have been employed by the Town of Colchester for a minimum of 10 years, who retire on or after July 1, 2000, medical coverage for the most cost-effective plan offered to Town employees shall be provided for the retiree and the retiree's spouse at the group rate for such benefits for a period not to exceed five (5) years or upon the retiree's eligibility for Medicare with the cost of the monthly premium paid by the retiree. Once an employee opts out of such plan coverage, he or she will not be eligible for readmission.~~

~~At such time as a retiree who retires on or after July 1, 2000 becomes eligible for Medicare, the Town shall provide for Medicare risk plan coverage as an alternative to Medicare with the cost of the monthly premium paid by the retiree as long as such plans are available to the Town.~~

Long-Term Disability (LTD)

~~A **regular** employee who works a minimum of 30 hours per week who is disabled **for a period of 90 days** due to an accident or sickness that is not compensable under the Worker's Compensation Act and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to sixty percent (60%) of his/her base rate at the time of disability, to a maximum of two thousand dollars (\$2,000) per month **until age 65**. ~~These benefits will be offset by weekly worker's compensation benefits (not to include specific indemnity benefits covering specific loss or disfigurement), and other state or federally mandated benefits the employee receives. In no instance shall such benefits being until after 90 days of disability.~~~~

~~**Joint Town/Board of Education employees shall be eligible for weekly accident/sickness disability insurance payments up to sixty percent (60%) of his/her base rate at the time of disability, to a maximum of six thousand dollars (\$6,000) per month until age 65.**~~

Individual Retirement Account 401(a) Plan

~~Full-time employees, are eligible to receive an I.R.A. plan contributed to, by the town, in an institution of the town's choice.~~

~~After one year of continuous employment, the town contributes into the I.A.A. plan for full time employees based on the base wages (excluding overtime, longevity and any other pay on top of base pay) is three percent (3%). This contribution percentage increases to four (4%) at the beginning of the fiscal year following completion of the first~~

~~four continuous years of service by the employee. As of July 1, 2000 this contribution percentage increases to five (5%) at the beginning of the fiscal year following completion of the six continuous years of service by the employee.~~

~~It is the responsibility of the employee to abide by all I.R.S. guidelines concerning their I.A.A. Participation in this plan is subject to any and all requirements set forth in applicable laws, as the same may be amended from time to time.~~

~~As of July 1, 2000 part-time employees working at least thirty hours per week on a continuous basis are eligible to receive an I.A.A. plan, contributed to, by the town, in an institution of the town's choice.~~

~~After one year of continuous employment, the town contributes into the I.R.A. plan for thirty hour a week employees based on the base wages (excluding overtime, longevity and any other pay on top of base pay) is two percent (2%). This contribution percentage increases to three (3%) at the beginning of the fiscal year following completion of the first four continuous years of service by the employee. This contribution percentage increases to four (4%) at the beginning of the fiscal year following completion of the six continuous years of service by the employee.~~

~~It is the responsibility of the employee to abide by all I.R.S. guidelines concerning their I.R.A. Participation in this plan is subject to any and all requirements set forth in applicable laws, as, the same, may be amended from time to time.~~

~~An employee may, in writing, request, if they are eligible, to have the town's I.R.A. contribution put into their existing 457 Deferred Compensation Plan instead of the I.R.A.~~

~~The I.R.A. accounts cannot be closed by the employees without prior approval.~~

Employees who are regularly scheduled to work at least thirty-five (35) hours per week, have the option to participate in a Section 401(a) Plan after the end of his/her probationary period. For those who choose to participate, the Town and the employee will each contribute 6% of base pay (not including overtime, longevity, etc.) beginning on the employee's first day after the probationary period concludes. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

For those employees who chose not to participate in the Section 401(a) Plan, the employee will not receive any matching contribution from the Town.

Part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible to participate in a Section 401(a) Plan after the end of his/her probationary period. The Town and the employee will each contribute 3% of base pay (not including overtime, longevity, etc.) beginning on the employee's first day after the probationary period concludes. Rules regulating full-time employees with regards to this plan shall govern part-time employees as well. Employees that are eligible to participate in the Town's 401(a) Plan are subject to a five (5)-year vesting period, whereby the employee attains twenty percent (20%) rights to the Town's contributions each year to a total of one hundred percent (100%) at the completion of five (5) years of employment with the Town.

All employees hired prior to the adoption of this policy are considered 100% vested.

457 Deferred Compensation Plan

~~Each~~ All full- and part-time employees has have the option of ~~participating in contributing to~~ the Town's ~~Deferred Compensation Plan under~~ Section 457 Plan of the ~~Internal Revenue Code of 1986.~~ after their probationary period concludes. The Town will not make matching contributions to the 457 Plan. An employee, who wishes to participate in this plan, will be given both company representative names to contact with their questions.

Life Insurance

All regular, full-time, non-exempt employees who work at least thirty-five (35) hours per week are provided group life insurance in the amount ~~ranging from \$20,000 to of \$50,000, as of July 1, 2000, depending on an employee's classification and bargaining unit status.~~

Full-time, exempt employees are provided group life insurance in the amount of \$60,000.

Part-time employees working at least thirty hours per week, ~~as of July 1, 2000,~~ are provided group life insurance in the amount of ten thousand dollars (\$10,000).

Joint Town/Board of Education employees are provided group life insurance in the amount of their annual base salary.

Other life insurance amounts than the amounts listed here may be dictated by union contract.

Longevity Bonus

Employees hired on the date of or after the adoption of this handbook and personnel policy manual are not eligible for longevity bonuses.

Full-time employees of the Town of Colchester, who have completed five (5) years of continuous, full-time employment with the Town, are eligible for the following yearly longevity bonus, determined by the employee's length of continuous full-time service with the Town as of July 1 of each year:

<u>Years of Completed, Continuous, Full-Time Employment</u>	<u>Yearly Amount</u>
6 - 9th year	\$450
10 - 14th year	\$500
15 - 19th year	\$600
20th year and over	\$750

Employees who work no less than 30 hours per week, who have completed five (5) years of continuous full-time employment with the Town are eligible for a longevity bonus on a pro-rated basis.

<u>Years of Completed, Continuous, Full-Time Employment</u>	<u>Yearly Amount</u>
6-9th Year	\$386
10-14th year	\$430
15-1 9th year	\$515
20th year and over	\$600

Longevity bonuses will be paid in July of each fiscal year to eligible employees.

Any unpaid leave of absence will be deducted from the employee's total continuous years of service for the purpose of determining the employee's eligibility for a longevity bonus.

Other longevity rules and rates may be dictated by union contract.

Performance Incentive

Non-union employees hired on or after the adoption of this handbook and personnel policy manual are eligible for an annual performance bonus.

Non-union employees hired prior to the adoption of this handbook and personnel policy manual must opt out of the longevity bonus program permanently to be eligible for the annual performance bonus.

Eligibility and receipt of performance bonuses is at the discretion of the First Selectman and with the approval of the Board of Selectmen.

Leaves of Absence

Personal Days

Regular, Full-time employees who have completed ~~three (3) months of continuous full-time employment~~ **their probationary period** with the Town of Colchester will receive four (4) personal days each year on January 1st of the following year. Employees who work no less than thirty (30) hour per week receive personal days on a prorated basis - 2 personal days each year on January 1st of the **following** year.

New ~~employees~~ **hires** will have personal days prorated as follows:

FULL TIME EMPLOYEES:

Start Date

January 1 - March 31:	3 Days
April 1 - June 30:	2 Days
July 1 - September 30:	1 Day
October 1 - December 31:	0 Day

PART TIME **(30 hour)** EMPLOYEES:

Start Date

January 1 - June 30:	1 Day
July 1 - December 31:	0 Day

Employees must use their personal days in the year earned. Under no circumstances will employees be permitted to accumulate personal days from one year to the next. The Town of Colchester does not reimburse, or in any other manner compensate, employees for unused personal leave days upon termination of employment. Employees forfeit all unused personal days at the expiration of each calendar year.

It is the responsibility of the employee to submit a written request to his or her supervisor to take a personal leave day ~~The First Selectman, on~~

~~recommendation of the employee's supervisor, shall decide whether to grant an employee's request to take a personal leave day. Personal leave is to be used solely for the purpose of conducting personal business, which cannot be transacted outside of work hours (i.e. house closings, court appearances). Such request(s) shall not be unreasonably denied.~~ **and permission to take such a personal leave day is contingent upon the supervisor's approval.**

Sick Leave

~~Regular full-time employees accrue paid sick leave at the rate of one (1) working day for each month of continuous, full-time employment with the Town of Colchester. No sick leave credit shall be earned for partial months of service. Full-time employees may accumulate up to sixty (60) days of paid sick leave, which may be carried over from year to year.~~

~~Part-time employees who are regularly scheduled to work a minimum of thirty (30) hours per week accrue paid sick leave on a prorated basis at a rate of 3.50 days hours a month for each month of such continuous part-time employment with the Town of Colchester to a cap of forty (40) hours per year. No sick leave credit shall be earned for partial months of service. Part-time employees who are regularly scheduled to work a minimum of thirty (30) hours per week may carry over unused sick time but cannot use more than forty (40) hours in a year.~~

~~In adherence to current State and Federal law, all part-time employees who regularly work less than thirty (30) hours per week and more than 10 hours per week are entitled to earn one (1) hour of paid sick leave for every forty (40) hours worked. Part-time employees may carry over sick leave but cannot use more than forty (40) hours in a year. Such employees must work at least 680 hours before accrued, paid sick leave is available for use. If such an employee has vacated their position or no longer works for the Town of Colchester but returns for work on a consistent basis, any accrued sick time will be eliminated and accrual will re-start upon hiring, but any previous amount of hours worked will be retained.~~

~~Any employee who is sick absent for three (3) or more consecutive working days must may be required to submit a physician's statement to his/her their supervisor documenting the reason for the absence, as well as expected date on which the employee will return to work. The Town of Colchester reserves the right, in its sole discretion, to require a physician's statement in other circumstances, including but not limited to cases of suspected abuse of sick leave benefits. In the event that any employee is unable to report to work, he or she they must notify his or her their supervisor of that fact prior to the start of the employee's scheduled work day, or as soon as possible thereafter. Eligibility of an employee to receive paid sick leave is contingent upon the employee's~~

~~compliance with granted only if the employee meets the advance notice requirement and the employer's request for production of a physician's statement and only after 40 hours of accrued sick time has been used in a calendar year. Exceptions are allowed for extenuating circumstances.~~

~~For the purpose of bridging the ninety (90) day waiting period for Long Term Disability (LTD) insurance, employees may accumulate up to 30 additional days of sick leave which can also be drawn from in special circumstances involving serious health conditions at the discretion of the First Selectman unless otherwise specified in collective bargaining agreements.~~

Eligibility:

This policy applies to all regular full-time employees and all part-time employees who work at least 10 hours per week. In order to qualify for sick leave, the employee must have completed his/her probationary period or at least 680 hours of work following date of hire, whichever occurs first. Any eligible employees who are provided paid sick leave benefits under a collective bargaining agreement or individual employment contracts are entitled to the benefits provided thereunder and this policy does not diminish, preempt or override the terms of any such documents.

Amount:

Regular full-time employees: shall receive sick leave in the amount of one (1) sick day per month of employment, up to a maximum total amount of sixty (60) days of paid sick leave during their employment.

Part-time employees who work at least 30 hours per week: shall receive sick leave in the amount of 3.5 hours per month of employment, up to a maximum total amount of forty (40) hours of paid sick leave per calendar year.

Part-time employees who work at least 10 and not more than 30 hours per week: shall receive sick leave in the amount of one (1) hour for every forty (40) hours worked, up to a maximum total amount of forty (40) hours of paid sick leave per calendar year.

Definition:

For the purposes of this policy, a "day" is defined as an employee's regularly scheduled work hours (i.e. if an eligible employee is scheduled to work an eight (8) hour day, he/she would be entitled to eight (8) hours of sick leave on such day). Sick leave will be paid at a rate equal to the employee's normal hourly rate or the minimum wage under Connecticut law, whichever is greater.

Sick Leave Carryover:

Regular full-time employees: may carry over any amount of unused paid sick leave from year to year, up to a maximum total amount of sixty (60) days of paid sick leave during their employment.

Part-time employees who work at least 30 hours per week: may carry over any amount of unused paid sick leave from year to year but may not use more than forty (40) hours of paid sick leave per calendar year.

Part-time employees who work at least 10 and not more than 30 hours per week: may carry over any amount of unused paid sick leave from year to year but may not use more than forty (40) hours of paid sick leave per calendar year.

Earned but unused paid sick leave cannot be redeemed for cash. Should employment be terminated (either voluntarily or involuntarily), the Town will not compensate the terminating employee for any unused accrued sick leave.

Using Sick Leave:

Sick leave must be used in no less than one (1) hour increments.

Sick leave can be taken for any illness, injury or health condition of the employee or for his/her spouse or child or for preventative medical care for any of the same. An employee who is the victim of family violence or sexual assault may also take paid sick leave for medical care and for other reasons related to the family violence or sexual assault (such as to obtain services from a victim services organization; to relocate due to the violence and/or assault; or to participate in any civil or criminal proceedings related to the violence and/or assault).

Employees will be subject to disciplinary action up to and including termination of employment if they use sick leave for any other purpose not allowed under this policy and applicable state law.

Notification and Documentation of Illness:

The Town requires employees to provide at least seven (7) days' notice of the need to take paid sick leave if the need for leave is foreseeable (such as for preventative medical care issues). If the leave is not foreseeable, then the employee must give notice as soon as practicable. In this regard, an employee is expected to notify his/her immediate supervisor or the

department head at least one (1) hour before the start of each workday that he/she will be absent and to provide the reason for such absence. Employees must notify their supervisor or department head each day they are absent unless otherwise authorized by their supervisor or department head. Failure to report absences may result in discipline up to and including termination of employment, unless the employee can demonstrate that it was not practicable to provide such notice. The supervisor or department head must receive the call directly from the employee, absent emergency circumstances.

An employee who has been absent for three or more consecutive days due to illness, injury or health condition, or for preventative medical care, of the employee or his/her spouse or child may be required to provide a note from the applicable health care provider establishing the need for the time off. The note must state the length of the illness and (as applicable) whether the employee is able to return to full duty without restrictions, or if the employee has any restrictions, the nature of those restrictions and how long the restrictions may need to be in place. If necessary, the Town may require the employee to see a physician paid for by the Town to determine fitness for duty. The Town may further require a court record or documentation from a victim services organization or the police or counselor for leave taken due to family violence or sexual assault issues.

If a regular full-time employee takes more than 40 hours of paid sick leave in any calendar year, she/he may be required to provide a health care provider's note under additional circumstances as well. Examples of additional circumstances when a note may be required include when there has been frequent or questionable absenteeism, or when the employee calls out sick the day before or after a holiday or vacation day, or for absences of less than three consecutive days.

Non-Discrimination Or Retaliation:

The Town will not take any retaliatory or other adverse employment action or otherwise discriminate against any employees because they request or use paid sick leave in accordance with Town policy and applicable law or file a complaint with the Connecticut Department of Labor regarding sick leave matters.

Employment Protection for Victims of Domestic Violence

~~Employees who are victims of domestic violence shall not be terminated, penalized, threatened, or coerced with respect to their employment because the employee: (1) is a victim of family violence; or (2) attends or participates in civil court proceedings related to a case in which they are a family violence victim.~~

~~Employees who are victims of family violence shall be allowed to take paid or unpaid leave to: (a) seek medical care or counseling for physical or psychological injury or disability; (b) obtain services from a victim services organization; (c) relocate due to the family violence; or (d) participate in any civil or criminal proceeding related to or resulting from such family violence. The Town can limit the unpaid leave to twelve (12) days in a calendar year if they deem it is necessary.~~

Domestic Violence Victim Leave

Employees who are victims of domestic violence will be permitted to take up to twelve (12) days of leave during any calendar year in which the leave is reasonably needed for one or more of the following reasons: (1) to seek medical care or counseling for physical or psychological injury or disability; (2) to obtain services from a victim services organization; (3) to relocate due to the family violence; or (4) to participate in any civil or criminal proceeding related to or resulting from such domestic violence. Such leave will be unpaid, unless the employee chooses to use any available accrued paid time off for such leave or the Town is otherwise required by law to pay for such leave. Employees who seek such leave may need to provide at least seven (7) days' notice of the need for such leave if foreseeable, or notice as soon as practicable if the need for such leave is not foreseeable. The Town may require appropriate certification of the need for any such leave. Any such certification provided will be maintained in a confidential manner and will be only disclosed as required by law or to protect the employee's safety in the workplace, provided that the employee is given notice prior to any such disclosure. The Town will further not discriminate or take adverse actions against any employee for being a victim of domestic violence or for having to attend or participate in a court proceeding related to a civil case in which the employee is a domestic violence victim.

Witness and Crime Victim Leave

Employees who are crime victims or witnesses will be permitted reasonable time off to attend a court proceeding or participate in a police investigation relating to their criminal cases. Witness and crime victim leave will be unpaid, unless the employee chooses to use any available accrued paid time off for such leave or the Town is otherwise required by law to pay for such leave. A crime victim is defined as an employee who: (a) suffers direct or threatened physical, emotional or financial harm as a result of a crime; or (b) is an immediate family member or guardian of a homicide victim or a minor, physically disabled or incompetent person who suffers such harm. In addition, the Town will not take adverse actions against any employee for having a restraining order issued on the

employee's behalf in a domestic violence case or having a protective order issued on the employee's behalf by a court of any state. Further, the Town will not take any adverse action against any employee because he/she obeys a legal subpoena to appear in court as a witness in any criminal proceeding.

Any leave time allotted under this policy runs concurrently with any leave time afforded under any of the Town's other policies for which the employee may be eligible.

Bereavement leave

All regular employees are eligible for bereavement leave. In the event of a death in an ~~an full-time~~ employee's immediate family, ~~leave with pay not to exceed three (3) consecutive days,~~ the employee will receive up to three days bereavement pay, beginning with the date of death (or miscarriage) and ending with ~~and/or the including~~ the day after the funeral or final services. "Immediate family" includes the employee's spouse, civil union partner, parent, step parent, sibling, child, step-child, grandparent, grandchild, mother-in-law, father-in-law or any other relative who is living in the employee's household. For miscarriages, bereavement leave is available only for the affected woman or spouse.

~~Additional bereavement leave without pay may be given to a full-time employee at the discretion of the First Selectman, upon recommendation of the employee's supervisor.~~

All full-time employees shall be granted bereavement leave with pay for a maximum of one (1) day to attend the funeral or final services of a brother-in-law, sister-in-law, niece, nephew, uncle, or aunt.

If a death in an employee's family occurs, the employee must notify ~~his or her~~ their supervisor as to the anticipated length of the employee's absence as soon as possible. The Town may require the employee to submit reasonable proof of death and/or funeral date.

Military Leave

Military leave will be provided in accordance with the applicable federal and state law. Employees must present any available documentation regarding call-up for service at their earliest opportunity in order to provide appropriate notice to the Town.

Jury Duty

The Town of Colchester considers jury duty to be your civic responsibility. You must submit a copy of your official summons to your supervisor as soon as it is received. In addition, proof of service must be submitted to your supervisor when you have completed serving.

In accord with current Connecticut law, the Town will pay you your regular wages or salary for the first five days of jury duty leave. Thereafter the state currently reimburses at the rate of \$50 per day of service. The Town will pay you the *difference* between your regular base pay and the pay you receive from the court for jury duty. To accomplish this, the Town will continue your regular pay while you are serving, and you will provide copies of your jury duty paychecks to the Town upon receipt.

You will also be paid for court appearances related to Town business; however such appearances must be compulsory for you to be paid, (or you may apply personal time).

New Child ~~Childbirth~~ Leave

~~An employee who becomes pregnant shall notify her supervisor at least four (4) months prior to the employee's expected date of delivery. Such employee shall receive a leave of absence without pay for the reasonable period of physical disability due to childbirth. Except in the case of unusual medical difficulties, as verified by a physician's statement, such leave is expected not to exceed six (6) weeks after delivery. The Town of Colchester will comply with the provisions of the Family and Medical Leave Act when applicable to an eligible employee. The Town's Family and Medical Leave Policy is set forth in this policy manual.~~

Regular, full-time employees may be eligible for pro-rated paid leave of absence for the adoption of a child or the reasonable period of physical disability due to childbirth. Eligible, full-time employees are expected to use banked paid leave (i.e. vacation, sick, and personal leave) time during their FMLA leave period. If an employee does not have four or more weeks of banked paid leave, the Town will pay the difference of banked leave, up to four weeks of paid maternity leave, commencing from the first day of maternity leave. Eligible employees are expected to withhold using banked paid leave within the year of expected childbirth or adoption for such use. If an eligible employee exhausts their banked paid leave prior to taking FMLA leave for childbirth or adoption, the Town will not be responsible for paying the employee the full four-week benefit.

Upon return to work, the employee shall be assigned to her former position, if such position is available, or to a position of equivalent pay and benefits.

~~Maternity~~ **New child** leave shall be treated the same as any other short-term disability and, therefore, will be paid to the extent of earned accumulated sick leave. The employee must contact her supervisor at least ~~thirty (30)~~ two (2) weeks prior to the end of such leave stating the employee's intention to return or not return to work.

Paternity/Adoption ~~Newborn~~ Leave

~~Employees whose spouse or partner has given birth are eligible for up to three days paid leave. This leave shall commence the day of childbirth and continue for two business days thereafter.~~

Any employee whose spouse has given birth or who has adopted a child will be provided with up to three days paid leave commencing on the date of childbirth/adoption and continuing for two regularly scheduled workdays thereafter. Any leave time allotted under this policy runs concurrently with any leave time taken under the Town's FMLA policy for which the employee is eligible.

Family and Medical Leave

~~The purpose of this policy is to establish guidelines for leaves taken by employees of the Town of Colchester under the Federal Family and Medical Leave Act (FMLA) of 1993 including any subsequent updates to the law.~~

Eligibility:

~~Employees who have worked for the Town of Colchester for at least twelve (12) months and who have worked at least 1,250 actual hours during the twelve (12) months immediately preceding the start of a leave, are eligible for unpaid leave under the FMLA.~~

Reasons for Leave:

~~Leaves under the FMLA may be taken for the following reasons:~~

- ~~1. (a) Birth and/or care of the employee's newborn child;~~
- ~~2. (b) The placement of a child with the employee by adoption or for foster care;~~
- ~~3. (c) To care for the employee's spouse, child or parent who has a serious health condition as defined by the federal Family and Medical Leave Act; or~~
- ~~4. (d) To care for the employee's own serious health condition defined by the federal Family and Medical Leave Act that renders the employee unable to perform the function of his or her position.~~

Length of Leave

If a leave is requested for one of the above-listed reasons, each eligible employee may take up to a total of twelve (12) weeks unpaid family or medical leave in any 12-month entitlement period, or 24 weeks within a two year period. Some exceptions do apply to the rule listed in the previous sentence, please consult Human Resources for details. In appropriate circumstances, the Town may designate an absence as FMLA leave without a request from the employee.

The 12-month entitlement period for a family or medical leave is measured from the initial date of an employee's first leave under this policy.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave to address certain qualifying events. Qualifying events may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12)-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty while on active duty that may render the service member medically unfit to perform their duties, for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Types of FMLA Leave and Conditions:

Full-time unpaid leave may be taken for any of the reasons permitted by the FMLA. Full-time leave excuses the employee from work for a period of time.

Intermittent leave means leave taken in separate periods of time, rather than for one continuous period of time. Examples of intermittent leave include leave taken one day per week over a period of a few months, or leave taken on an occasional / as-needed basis for medical appointments.

Reduced schedule leave is leave that reduces the employee's usual number of work hours per day for some period of time. For example, an

employee may request half-time work for a number of weeks so the employee can assist in the care of a seriously ill parent.

An employee may take full-time, intermittent or reduced schedule leave whenever it is medically necessary for a serious health condition of the eligible employee, his or her spouse, child or parent. Intermittent leave or reduced schedule leave for other reasons will be permitted only with the approval of the First Selectman.

If intermittent or reduced schedule leave is medically necessary, the First Selectman may, in his/her sole discretion, temporarily transfer the employee to another job with equivalent pay and benefits that better accommodates the type of leave requested.

Both Spouses Working for the Same Employer:

If both spouses are employees of the Town of Colchester and request leave for the birth, placement of a child by adoption or for foster care, or to care for a seriously ill parent, they will be entitled to a maximum combined total leave equal to twelve (12) weeks in any 12-month entitlement period. If either spouse (or both) uses a portion of the total 12-week entitlement for one of the purposes in the preceding sentence, each is entitled to the difference between the amount he or she has taken individually and the 12 weeks for FMLA leave for their own or their spouse's serious health condition in the 12-month entitlement periods.

Requests for Leave

Requests for FMLA leaves must be submitted to the Payroll Department **Human Resources Office** at least thirty (30) days before the leave is to commence, if possible. If thirty (30) days' notice is not possible, please submit your request as soon as practicable under the circumstances.

For leaves taken because of the employee's or a family member's serious health condition, the employee must submit a completed "Physician or Practitioner Certification" form before the leave begins if possible. This form may be obtained from the Payroll Department **Human Resources Office**. If such advance certification is not possible, the employee must provide the medical certification within fifteen (15) calendar days of the employer's request for the medical certification.

If an employee takes leave to care for their own serious health condition, immediately upon return to work, the employee must provide medical certification that the employee is able to perform the functions of the job. This certification must be submitted to the Payroll Department **Human Resources Office**.

Use of Unpaid Leave:

~~The Town will require employees to use their paid time-off concurrently with FMLA leave and before they are listed as unpaid FMLA. An employee may request to keep one week of vacation leave and one week of sick leave unused if they desire.~~ The amount of unpaid family or medical leave entitlement is reduced by the amount of paid leave that is substituted.

Medical Insurance and Other Benefits during leaves

~~During approved family and medical leaves of absence, the Town of Colchester will continue to pay its portion of health and dental insurance premiums, and the employee must continue to pay his/her their share of the premium. Failure of the employee to pay his/her their share of the health insurance premium may result in loss of coverage. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the Town of Colchester for payment of health insurance premiums during the family and medical leave, unless the employee does not return because of the presence of "a serious health condition that prevents the employee from performing his/her job or other circumstances beyond the control of the employee.~~

~~During unpaid leave, the employee shall not accrue longevity, seniority, pension retirement benefits, sick leave, vacation leave or personal days. However, unused employment benefits accrued by the employee up to the day on which the leave begins will not be lost upon return to work. Leave taken under this policy does not constitute an absence under the Town of Colchester's attendance policy.~~

Reinstatement:

~~Except for circumstances unrelated to the taking of family or medical leave, an employee who returns to work following the expiration of a family or medical leave is entitled to return to the job held prior to the leave or to an equivalent position with equivalent pay and benefits.~~

~~Questions regarding this policy or applicable state or federal laws should be directed to the Human Resources Office.~~

Family and Medical Leave

In accordance with the Federal Family and Medical Leave Act (hereinafter referred to collectively as "FMLA"), eligible employees may take a leave of absence for certain designated reasons. This policy presents a general

overview of FMLA entitlements and requirements. If this policy conflicts with applicable law, applicable law controls.

Employee Eligibility.

Employee must have worked for the Town for a minimum of twelve (12) months, and must have worked at least 1,250 hours during the 12-month period prior to the start of the FMLA leave. Only hours actually worked – regular worked time plus overtime – count towards this requirement. Paid leave (such as vacation, personal days, sick leave, holidays) and unpaid leave, including FMLA leave, are not included.

Reason for Leave.

Unpaid family and/or medical leaves may be granted for the following reasons:

A. Serious Health Condition of Employee, Employee’s Child, Parent or Spouse.

Child may be a biological child, foster child, adopted child, stepchild, legal ward or child of person standing in loco parentis (in place of parent), who is under the age of 18, or over the age of 18 and unable to care for himself/herself because of a mental or physical disability.

Parent must be a biological parent, foster parent, adoptive parent, stepparent, legal guardian, or individual who stood in loco parentis to an eligible employee.

To be considered a serious health condition, the condition must be an illness, impairment or physical or mental condition that involves inpatient or outpatient care. Inpatient care generally involves treatment at a hospital, hospice, or residential medical care facility. Outpatient care generally requires continuing treatment by a health care provider.

B. Birth, Adoption or Foster Care Placement.

A family leave of absence will be provided upon the birth, adoption, or foster care placement of a child by an eligible employee.

C. To Serve as an Organ or Bone Marrow Donor.

D. Serious Injury or Illness of a Covered Service Member/Covered Veteran.

An employee who is a spouse, son, daughter, parent or next of kin of a covered service member or a covered veteran is eligible to take family leave to care for the serious injury or illness of such individual.

Son or daughter may be a biological child, foster child, adopted child, stepchild, legal ward or child of person standing in loco parentis (in place of parent), who is under the age of 18, or over the age of 18 and unable to care for himself/herself because of a mental or physical disability.

Parent must be a biological parent, foster parent, adoptive parent, stepparent, legal guardian, or individual who stood in loco parentis to an eligible employee.

Next of kin means the nearest blood relative of the eligible employee.

To be considered a covered service member, the individual must be either: (1) a current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy; or is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) and was discharged or released under conditions other than dishonorable at any time during the five year period before the date on which the employee must commence leave to care for the covered veteran.

E. Because of a Qualifying Exigency.

An employee whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Armed Forces (including a member of the National Guard or Reserves) is eligible to take family leave for the following qualifying exigencies: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; (8) parental care; and (9) other activities which arise out of the covered military member's covered active duty or call to covered active duty status that the employer and employee agree qualify as an exigency and agree as to the timing and duration of such leave.

Employee Obligations.

Employees are required to use their available paid personal, sick and vacation leave (in that order) concurrently with any FMLA leave taken, except that an employee may request to keep one week of vacation leave and one week of sick leave unused if they desire.

While as stated above accrued paid personal, sick and vacation leave must be used in accordance with Town policy before an employee is eligible to utilize any unpaid family or medical leave, an employee will not be required to utilize any such paid leave during an FMLA leave if she/he is simultaneously receiving payments under the Town's disability insurance plan or workers' compensation laws.

The maximum amount of family and medical leave allowed, whether it includes paid and/or unpaid leave or whether it includes time off during which an employee is receiving payments under either the Town's disability insurance plan or workers' compensation laws, will not exceed the maximum leave entitlement as described below.

Since the purpose of leave under this policy is to enable employees to maintain their ability to continue employment with the Town, an employee may not work elsewhere while on FMLA leave, unless otherwise required by applicable law.

When planning medical treatment or seeking intermittent leave, the employee must consult with the First Selectman or his/her designee and must make a reasonable effort to schedule the treatment or intermittent leave so as to avoid unduly disruptive effects on the Town's operations.

Employees needing FMLA leave must, at a minimum, follow the Town's usual and customary call-in procedures for reporting an absence, absent unusual circumstances.

Whenever an eligible employee's medical or family leave is foreseeable based upon an expected birth, placement for adoption or foster care, or planned medical treatment, or to care for others, the employee must provide at least thirty days advance written notice to the Human Resources Office. If such prior notice is impossible, as in the case of an unforeseen medical emergency or qualifying exigency, an eligible employee must provide notice as soon as practicable after s/he learns of the need for the leave (typically within one or two working days of learning of the need for leave). Failure to comply with these notice rules is grounds for, and may result in, deferral or denial of the requested leave.

All leaves due to a serious health condition of an eligible employee, or an eligible employee's son/daughter, parent or spouse, or due to a serious injury or illness of a covered service member, must be accompanied by a medical certification from the appropriate health care provider identifying, among other things, appropriate medical facts regarding the condition and its probable duration. Such medical certification must be provided before the leave begins, or in any event, within 15 days after the leave begins, unless the employee can demonstrate that it is not practicable to do so despite his/her good faith efforts. Failure to comply with these medical certification requirements is grounds for, and may result in, deferral or denial of the requested leave.

Subsequent medical re-certification will be required as necessary, but no more than once every thirty days after receipt of the initial medical certification.

All leaves due to a qualifying exigency must be accompanied by a certification as has been prescribed by the Secretary of Labor.

In response to a request for leave necessitated by the serious health condition of the employee or others, the Town may require the employee to obtain a second opinion from a health care provider selected and paid for by the Town.

While on leave, employees are, at a minimum, required to report on the 1st day of each month to the Human Resources Department regarding the status of the family or medical condition(s) and their intent to return to work.

Under Town policy, employees are required to provide at least two weeks of advance notification of the date they intend to return to work from a leave of absence.

Maximum Leave Entitlement.

The maximum FMLA leave entitlement for employees eligible under this policy is 12 weeks in the one-year period measured from the date of the employee's first day of FMLA leave due to: (1) the serious health condition of the employee or the employee's child, parent or spouse; (2) birth, adoption or foster care placement; (3) service as an organ or bone marrow donor; or (4) a qualifying exigency.

The maximum FMLA leave entitlement for employees eligible under this policy due to the serious injury or illness of a covered service member is

26 weeks in the one-year period measured from an employee's first day of FMLA leave taken.

The maximum amounts of FMLA leave stated herein do not afford eligible employees the ability to take more leave if they have multiple qualifying reasons than they otherwise would be entitled to take for a single qualifying reason during the applicable time period.

Any absences that qualify as FMLA leave run concurrently with an absence under the Town's disability insurance plan or workers' compensation laws.

Any time spent performing "light duty" work does not count against an employee's FMLA leave entitlement, whether such "light duty" work has been required by the Town or requested by the employee. Therefore, any employee's right to restoration of his or her job is held in abeyance during the period of time (if any) the employee performs light duty (or until the end of the applicable FMLA leave period).

When a husband and wife are both eligible employees of the Town, they are each individually eligible to receive the maximum leave time allowable for their own serious health condition or the serious health condition of a son/daughter or spouse, or to serve as an organ or bone marrow donor. For purposes of leave due to a qualifying exigency, married employees are each individually eligible to receive the maximum leave time allowable for each. For purposes of family leave taken due to the birth, adoption or placement of a son/daughter or for the serious health condition of a parent, married persons are eligible for the maximum leave allowable to one individual eligible employee. For purposes of leave taken due to the serious injury or illness of a covered service member or covered veteran (or for a combination of leave taken for this reason and any other qualifying reason), married employees are eligible for the maximum leave allowable to one individual eligible employee.

An eligible employee may take intermittent leave or leave on a reduced schedule (up to the amount of the maximum leave entitlement) when medically necessary due to the employee's own serious health condition, or the serious health condition of the employee's son/daughter, parent or spouse, or due to the serious injury or illness of a covered service member or covered veteran. An eligible employee may further take intermittent leave or leave on a reduced schedule (up to the amount of the maximum leave entitlement) due to a qualifying exigency or to serve as an organ or bone marrow donor. Employees seeking to take intermittent leave or leave on a reduced schedule are subject to the same notice, medical certification and other employee obligations identified above. In addition, if such intermittent or reduced schedule leave is requested, the Town reserves the

right to temporarily transfer the employee to an available alternative position with equivalent pay and benefits (but not necessarily equivalent duties) that better accommodates this type of leave.

Intermittent or reduced schedule leave may not be taken upon the birth, adoption or foster care placement of an employee's son/daughter unless agreed to by the employee and the Town.

There is no obligation under the FMLA to guarantee an employee's original job or an equivalent position beyond the maximum period specified above.

Maintenance Of Health Benefits.

An eligible employee's medical benefits will continue during a leave of absence up to the maximum amount of leave afforded under this policy. While on paid leave, the Town will continue to make payroll deductions to collect the employee's share of the medical insurance premiums. While on unpaid leave, the employee must continue to pay his/her share of the medical insurance premiums, either in person or by mail. The payment must be received as directed by the Town. Failure of the employee to pay the premium may result in loss of coverage.

Employees have a 30-day grace period in which to make required premium payments. If payment is not timely made, health insurance coverage may be cancelled, if the employee has been notified in writing at least 15 days before the date that coverage would lapse. At the Town's option, the Town may pay the employee's share of the premiums during FMLA leave if the coverage were to lapse due to failure of the employee to make timely payments, and then recover such payments from the employee upon return to work.

Should an employee's health insurance lapse due to non-payment while on the applicable plans when the employee returns from the leave of absence.

If an employee does not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition (or serious injury or illness in the case of a covered service member or covered veteran) which would otherwise render the employee eligible for FMLA leave; or (2) other circumstances beyond the employee's control, the Town reserves the right to seek reimbursement from the employee for its share of health insurance premiums paid on the employee's behalf during the employee's FMLA leave.

Rights Upon Return From Leave. If an employee is considered a "key employee" as defined in the FMLA, restoration to employment may be

denied following FMLA leave if restoration will cause substantial and grievous economic injury to the Town.

If an employee is not a “key employee” as defined in the FMLA, upon the conclusion of an FMLA leave (or the expiration of the maximum family or medical leave provided by law, whichever occurs first), s/he may return to work with all seniority, retirement or fringe benefits s/he had at the commencement of such leave. There will be no accruals of such benefits (including longevity, seniority, retirement benefits, sick leave, vacation leave or personal days) during an FMLA leave. Leave taken under this policy does not constitute an absence under the Town’s attendance policy.

If an employee is not a “key employee” as defined in the FMLA, upon the conclusion of an FMLA leave (or the expiration of the maximum family or medical leave provided by law, whichever occurs first), s/he will be reinstated to the same position s/he held prior to such leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. If an employee is medically unable to perform his/her prior job, s/he will be offered work suitable to his or her physical condition, if such work is available, at the pay rate appropriate to that job.

If an employee cannot return to work at the expiration of the maximum FMLA leave allowed, the Town has no obligation under the FMLA to restore an employee to any position. An employee on leave or returning from leave has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

Fitness For Duty Certification.

In accordance with applicable law and Town policy governing returns to work after a medical absence, employees returning to work after a medical leave due to their own serious health condition (other than an employee taking intermittent leave or leave on a reduced schedule) must present a fitness-for-duty certification from their health care provider to the Human Resources Office prior to their return to employment.

If there are any medical restrictions upon an employee’s return to work, the health care provider should state these restrictions in the certificate provided. It is the employee’s responsibility to notify the Human Resources Office prior to his/her return to work and make them aware of any restrictions.

Employees will not be eligible to return to work after a medical leave without being medically cleared to do so. In addition, the Town reserves

the right to have its own health care provider and/or the Human Resources Office contact the employee's health care provider for purposes of clarification of the employee's fitness to return to work certification. Under no circumstances will an employee's direct supervisor make contact with the employee's health care provider for purposes of determining fitness for duty (or any other medical certification issue pertaining to FMLA).

Leave of Absence Without Pay:

~~A leave of absence without pay or other Town-provided benefits, not to exceed six (6) months in duration, may be granted for good cause to any employee at the discretion of the Board of Selectmen. A written request for an unpaid leave of absence must be submitted by the employee to his or her supervisor who will direct such request to the Board of Selectmen for their consideration. Such requests must be submitted at least sixty (60) days in advance, except in emergencies. The Board of Selectmen shall have sole and complete discretion over the decision to grant or deny an employee's written request for an unpaid leave of absence.~~

Leaves of absence for reasons not covered elsewhere in this handbook may be granted at the sole discretion of the Board of Selectman based on an employee's individual circumstances and the business needs of the Town. Leaves of absence are considered voluntary time off without pay. Since the purpose of an unpaid leave of absence is to enable an employee to maintain his/her ability to continue employment with the Town, such an employee may not work elsewhere while on such leave unless previously approved by the Board of Selectmen or unless otherwise required by applicable law.

A request for an unpaid leave of absence must be submitted in writing sixty (60) days in advance (unless it is an emergency) to the Board of Selectmen stating the purpose and expected duration. The Board of Selectmen will review each such request on a case-by-case basis to determine whether to approve the request, and if approved, to determine the duration of leave time that can be provided. Absent extraordinary circumstances, the maximum duration of leave that may be approved is a total of six (6) months. The Town can further require, at its discretion, medical certification for any leave requested for medical reasons.

Because a leave of absence is unpaid, employees must use all of their accrued personal and vacation time (and sick time if the reason for the leave makes this benefit applicable) before any unpaid leave can begin. Personal and vacation time (and sick time, if applicable) so used will be counted as part of the total leave time allotted. The employee will not accrue vacation time and will not receive holiday pay during their leave of

absence. Leave time will not count toward seniority during a leave of absence. During a personal unpaid leave of absence, medical insurance and retirement contribution will not be made by the Town to the eligible employee's account. Employees may continue participation in the Town's medical and dental plans by reimbursing the full premium cost to the Town by monthly payments in advance.

Within a reasonable period of time prior to the expiration date of a leave, or in any event, at least two (2) weeks prior to the expiration date, employees must contact the First Selectman to confirm whether they are able to return. If the leave time allowed has expired, and the employee has made no contact with the First Selectman, the leave of absence will cease and employment will be terminated. If an employee confirms that s/he will be able to return to work upon the expiration of the leave, the Town will attempt to restore that employee to the same or similar position. However, employees should recognize that when they are ready to return from an unpaid leave of absence, there is a risk that the same, similar or any position may not be available. As such, job placement following a return from an unpaid leave of absence is not guaranteed.

Worker's Compensation

Should you become ill or injured as a result of your job, you may be eligible for Worker's Compensation benefits. Any work related illness, injury, or accident (no matter how minor) must be reported immediately to your supervisor. Failing to immediately report an injury, accident, or illness may result in a delay or a rejection of worker's compensation benefits. Both you and your supervisor will be asked to complete an Accident Report Form. You will be directed to a local occupational healthcare provider to provide initial medical treatment and assessment for work related illness and injury. Questions regarding Worker's Compensation benefits should be directed to Human Resources. Employees will only receive the state-approved amount of Workers' Compensation pay after three (3) days out of work, if the claim is approved.

Return To Work Policy

RESPONSIBILITY

~~The term "loss exposure", as applied to the workplace, is defined as the potential for accidents which result in illness or injury. Every employee of the Town of Colechester has a responsibility to minimize loss exposure as a factor in the work place by participating in quality improvement programs and strictly observing safety and standard operating policies and procedures.~~

POLICY

Employees of the Town of Colchester who are, or could be, on leave of absence from their duties as a result of a work related illness or injury or non-work related injury may be eligible for the Return-to-Work Program. ~~The medical care provider must certify that the employee may return to work with restrictions on physical requirements of the job in question, and those restrictions are not expected to last for more than 60 days.~~ **Upon written certification, an employee may return to work with physical restrictions, and those restrictions are not expected to last for more than 60 days.**

~~A restriction identifies a physical condition, which prevents an employee from performing the full scope of their job duties as outlined in their job description or as performed historically. There are two types of restrictions: temporary and permanent. Temporary restrictions are defined as those limitations placed on an injured employee by a physician which are of a relatively short duration (i.e., the employee is expected to fully recover and return to normal working conditions).~~

~~Permanent restrictions are defined as those limitations placed on an employee by a physician which are expected to be long term or from which recovery is not expected and which prevent the employee from performing the essential functions of the employee's position. Those employees who fall in this category are not eligible for participation in the Return-to-Work Program. They may elect to seek alternative employment, or file for a "reasonable accommodation" under the Americans with Disabilities Act.~~

~~When an employee is approved for participation in the Return-to-Work Program, primary consideration will be given to job placement within the employee's department and normal job duties. A secondary consideration will be alternative placement into another department or another assignment, which is within the same bargaining unit. A critical consideration is to place the injured employee in a position to perform productive work that is both useful to the Town of Colchester and achievable within the limits of the restrictions placed on the employee.~~

~~An employee participating in the Return to Work Program is subject to all rules, regulations, standards, policies and procedures of the Town of Colchester. The terms and conditions contained in this policy do not supersede the terms and conditions in any collective bargaining agreement entered into by the Town. If any provision of this policy is in conflict with any federal and/or state law, such legal provisions shall prevail. The Town shall honor the confidentiality rights of the employee, as set forth in applicable law.~~

~~Each situation will stand on its own merits. An Employee Return to Work Form, completed by a physician, noting an employee's restrictions, will be evaluated by department supervisor to determine whether or not an employee is able to return to their assigned position. The department supervisor will then forward their recommendation~~

~~with appropriate documentation to the injured employee's department head for final determination.~~

If an employee is approved for the Return-to-Work Program, they shall be provided tasks which fall within the physical restrictions identified by the treating physician. In no case will an employee authorized to participate in the Return-to-Work Program be placed in an area that will pose a health or safety risk to the Town of Colchester, other staff, or themselves.

IV. GENERAL GUIDELINES

Employee Responsibilities

The Town of Colchester has always maintained the highest standards of public service. Therefore, in all dealings with the public, and with each other, all Town employees are expected to act in a professional manner at all times. This also applies whenever they are conducting Town business or otherwise representing the Town. With the foregoing in mind, the Town has developed policies and rules for the benefit of the Town and its employees.

Some of the policies have already been outlined earlier in ~~the policy statement~~ **this employee handbook**. Others are contained in the following list. ~~All employees are encouraged to read this list of actions and to understand it fully.~~ This list is not exhaustive, is subject to change, and is designed only to provide examples of misconduct, which can lead to disciplinary action. If any one of these actions, ~~or any one of the~~ previously mentioned actions, or any other similar action, is taken by any employee, it can result in disciplinary action, up to and including dismissal. In each case, the level of discipline will depend upon the severity of the conduct in question in light of all relevant circumstances with the ultimate decision to be made in the Town's sole discretion.

1. Improper or unprofessional treatment of a fellow employee or member of the public.
2. Failing to follow instructions of, or to perform work requested by, a supervisor ~~or manager~~ (or other insubordinate action).
3. Failing to meet a Town measure or standard of efficiency and/or productivity.
4. Failure to work assigned overtime.
5. Unauthorized or excessive absences (including late arrival and early departure) from work.
6. Sleeping while on Town property or during the time in which the employee is supposed to be working, **unless authorized by the department supervisor.**
7. Abusing, wasting or stealing Town property, or the property of any Town employee or non-employee.
8. Removing Town property or records without written authorization.
9. Falsifying an employee's employment application or other personnel records.

10. Falsifying Town reports or records (including time sheets and mileage reimbursements).
11. **Failure to obey safety rules.**
12. **Harassing other employees.**
13. **Use of abusive, threatening, or derogatory language.**
14. Violating the law.
15. Fighting or starting a disturbance on Town premises, or while performing job duties, including, but not limited to, assaulting or intimidating a Town employee or member of the public.
16. Unauthorized possession of firearms, weapons, dangerous instruments, or dangerous substances.
17. Reporting to work in a condition unfit to perform the employee's duties, including reporting to work under the influence of illegal drugs or controlled substances or alcohol or consuming, possessing, dispensing or selling such materials on Town premises and/or while on duty.
18. Smoking, eating or drinking in prohibited areas.
19. Violating a Town safety rule or practice, or creating or contributing to unhealthy or unsanitary conditions.
20. Engaging in conduct which creates, or appears to create, a conflict with the interest of the Town, including, but not limited to, soliciting and/or taking money or gifts or favors in connection with the employee's performance of regular job duties.
21. Disclosing confidential Town information without authorization.
- ~~22. Using profanity towards others~~
23. Neglect of duty.
24. Using Town facilities after normal working hours without authorization.
25. Interfering with, obstructing, or otherwise hindering the production or work performance of another employee.
26. Originating or spreading false statements concerning employees or the Town.
27. Engaging in immoral or indecent conduct on Town property.
28. Using any piece of equipment or property of the Town without being authorized to do so.
29. Violating any Town policy on fair treatment, equal opportunity, or nondiscrimination.
30. Unsatisfactory work performance.
31. Any conduct which is determined by the First Selectman to be detrimental or contrary to the goals or best interest of the Town.

Dress Code

Town employees should exercise their best judgment when selecting outfits that are appropriate for work. Proper attire for town hall employees is regularly considered, "business casual," but may require more formal attire when dealing with scheduled meetings, conferences, interviews, etc.

Business dress is required when testifying or meeting public officials at the General Assembly or as required by the First Selectman at his/her discretion.

Department heads can approve jeans or other attire for employees when they are working in the field. Employees are encouraged to use their best judgment regarding dress upon returning to work from the field. If jeans are worn upon return to work, such jeans shall not be visibly dirty or ripped, as to present unprofessional attire.

Outside employment

Town employees may only engage in outside employment that is not in conflict with their responsibilities for the Town. Any employee who engages in employment outside of his/her regular working hours shall be subject to call to perform his/her regular Town duties first.

Town employees may not volunteer to perform the same services for the Town (and/or for any other entity which is considered by law to be the same as the Town) which they are paid to perform for the Town.

Political Activity

All employees of the Town shall be free and encouraged to exercise their rights as citizens, to cast their votes and express their opinions on all political subjects. No employees of the Town shall solicit any person to vote at any political primary or election or challenge or in any manner attempt to influence any voter in a Town election while on duty.

Employment of Relatives

It is the goal of the Town of Colchester to avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur. Members of an employee's immediate family will be considered for employment by the Town of Colchester, provided that the applicants possess all the qualifications required for the available position for which employment is sought. Immediate family members of an employee may not be hired, however, if a direct or indirect supervisory/subordinate relationship with the current employee would be created by the employment of such an applicant.

For purposes of this policy, "immediate family" shall include a current employee's spouse, brother, sister, parents, children, stepchildren, son/daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, uncle, aunt, niece, nephew and any other relative who is a member of the current employee's household.

Confidentiality

Employees of the Town may learn confidential information of one type or another during the course of their employment. During and after employment with the Town, confidential information may not be shared with any non-employee of the Town and may only be shared with the Town's employees on a strict need-to-know basis. If an employee violates this policy, disciplinary action will be taken against such employee, up to and including immediate discharge.

Expense Reimbursement

Employees who are required to use their personal vehicles for official Town business are reimbursed for such travel at the ~~rate of thirty two cents (\$0.32) per mile.~~ **current IRS mileage reimbursement rate.** All reimbursable travel must have prior authorization of your supervisor. To be eligible for reimbursement, the employee must submit a written record of travel expenditures to his or her supervisor ~~within ten (10) working days of the date of the employee's reimbursable travel~~ **for approval on a monthly basis.**

No Smoking

~~The Town of Colchester is committed to the well-being of our employees. Smoke related diseases are among the leading causes of death and illness in this country. By providing a smoke-free environment we hope to reduce the risk of smoke-related illnesses.~~

~~Therefore,~~ In accordance with Connecticut State law, Sec. 31-40q, ~~the Town of Colchester has decided to declare its entire workplace as "Smoke Free."~~ **Colchester town buildings and facilities are "smoke free."** The burning of tobacco products **within town facilities** is expressly prohibited, including cigars, cigarettes, pipe tobacco or any other matter or substance containing tobacco.

Those employees who continue to smoke tobacco products may do so outside of the workplace outside of the buildings. ~~At Town Hall it would be outside of the building at the side entrances.~~ Employees choosing to smoke may do so only in their allotted break time. Excessive time away from work duties for the purpose of smoking will not be tolerated and may result in disciplinary action.

Care of Personal Belongings

Your personal belongings are your responsibility at all times. The Town's insurance does not cover loss of personal belongings or monies. Employees

should use considerable care to safely store personal belongings and valuables while at work.

Inclement Weather

Town Hall will remain open during inclement weather unless the severity of conditions prohibits remaining open. Employees should make every reasonable effort to get to work, or continue working if already present, unless otherwise notified. In the event that Town Hall closes, we will make every effort to have the details concerning the closing announced in a pre-determined manner. Employees are urged to contact their immediate supervisor if they are uncertain about operation. If operations are canceled after a shift has started, hourly employees will be paid for the time worked. If there is an early dismissal, non-exempt employees will be paid through the official release time.

Acceptable Computer Network and Office Equipment Use

The use of electronic communications and Internet access is intended for official town business and may not be used for personal business unless approved by the First Selectman. All information and communication on the Town of Colchester's computer network(s) are the property of the Town of Colchester.

Electronic communications includes but is not limited to computers, electronic mail (E-mail), electronic bulletin boards, listservs, internet use, facsimile, telephones, cell phones, pagers, voice mail, radios, walkie talkies, personal digital assistants, television, and communications infrastructure.

The First Selectman and management have the right to review, audit, intercept, access and/or disclose all messages and /or images created, received or sent over the electronic mail system. The contents of electronic mail may be disclosed without the permission of the employee. There is no expectation of privacy. The First Selectman may limit or deny individual's access to the system.

Employees are responsible for observing copyright and licensing agreements that may apply when downloading files, documents and software.

Employees are expected to appropriately use and become proficient in the use of computer hardware and software, electronic communications and Internet access.

Employees must work in cooperation with network administration to ensure all security measures are met. The following is strictly prohibited:

1. Releasing passwords to individuals not authorized by the town

2. Allowing passwords to be visible to others
3. Use of another individual's password
4. Creating unauthorized accounts/passwords
5. The use of video games
6. Viewing of non-work related videos
7. Using equipment for personal profit or partisan political purposes
8. Leaving a workstation without logging out or locking
9. Installing/uninstalling software or hardware without approval of the IT department
10. Allowing non-town personnel use of hardware/software without authorization from the administration
11. Transmitting or receiving messages or images that violate Town of Colchester policies or are offensive or discriminatory as defined by the Town of Colchester Personnel Policies and Nondiscrimination Resolution
12. Communications containing offensive, sexually explicit images, messages or cartoons, ethnic/racial slurs, or anything that can be construed as harassment
13. Vandalizing any system components
14. Sending network-wide non-business related E-mails, e.g. jokes, chain letters
15. Browsing the internet for purposes not work related during work hours
16. Unauthorized attempts or entry into any computer or any part of the system/network

Phones:

Town phones and voice mail are property of the Town of Colchester. Excessive use of the phone for personal calls may be considered a performance issue and may result in disciplinary action, up to and including discharge. The use of personal cell phones during business hours is only permitted in the case of emergency or brief personal contact with family via voice mail, text, or call (excessive use may be considered a performance issue and may result in disciplinary action, up to and including discharge). In such cases, cell phones should be put on "silent" mode. Texting is not permitted while driving or operating equipment.

Printers, Scanners:

It is expected that all employees will use this equipment for business purposes only and treat such office equipment with care.

Social Media Activities

“Social Media” are various forms of discussion-and information-sharing tools, including social networks, blogs, video sharing, podcasts, wikis, message boards and online forums. Technologies include picture and video sharing, wall postings, e-mail, instant messaging, and music sharing. Examples of Social Media applications include, but are not limited to, Google and Yahoo Groups; Wikipedia; MySpace and Facebook; YouTube; Flickr; Twitter; LinkedIn; and news media comment sharing/blogging. This policy covers all Social Media tools, both current and future.

While employees may engage in any lawful activities through social media (including exercising any rights they may have to engage in protected concerted activity or political activities), any employee who chooses to use social media should be aware of the following Town policies in this regard:

- a. Any conduct, which under the law or Town policy is impermissible if expressed in any other form, is impermissible if expressed through social media.
- b. Employees are held responsible for their own content expressed through social media and will be expected to communicate in a professional and lawful manner at all times.
- c. The personal use of social media is not allowed during working time, regardless of the equipment used (e.g., either using personal or Town phones or computers). Employees may further not use Town equipment for personal reasons in accordance with applicable policies.
- d. Employees who use social media shall not post any proprietary Town data, documents or photographs or any information which would violate any privacy laws applicable to the Town, regardless of whether the posting is done during working or non-working time. Any information that cannot be disclosed through a conversation, a memo or an e-mail also cannot be disclosed through social media.
- e. Unless authorized in writing by their immediate supervisor and/or the First Selectman (such as when an employee’s job is to send public messages on behalf of the Town), employees do not have permission to speak on behalf of the Town via social media.
- f. While communicating through social media, if an employee posts any content that has something to do with the work they perform for the Town or subjects associated with the business of the Town, employees must make clear that they are speaking for themselves and not on behalf of the Town by accompanying their posts with a disclaimer such as: “The postings on this site are my own and do not necessarily represent the Town’s positions or opinions.”

When an employee’s use of any social media violates the law or any Town policies (including policies pertaining to employee misconduct or job

performance), appropriate discipline up to and including termination of employment will be imposed, regardless of when the information was posted or sent and regardless of the tools or site used to post or send such information. Nothing in this policy (or any other Town policy) will be implemented or should be interpreted in any manner so as to prohibit or inhibit employees from engaging in any lawful activities through social media, including exercising any rights they may have to engage in protected concerted activity or political activities.

V. HEALTH, SAFETY AND SECURITY

It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. To accomplish this goal, a joint effort on the part of management and employees is required to share in the responsibility to protect worker safety.

It is the responsibility of the department head to, insofar as reasonably possible, provide a workplace free from recognized hazards. In order to achieve this, he/she must oversee the administration of safety practices in their departments and be aware of accident statistics. When warranted, this will include follow disciplinary procedures (verbal and written warnings, suspension and possible dismissal) for situations in which there has been a flagrant disregard of safety policies. Managers are expected to take appropriate, corrective action to ensure continued improvement in eliminating or minimizing hazards, to prevent or reduce injuries on the job. Investigations of all occupational illness or injuries must be conducted, and written reports including corrective actions taken must be provided immediately to the First Selectman's Office. Safety audits should be conducted periodically to identify and correct potential hazards. ~~Management must make the commitment to follow-through with required repairs and preventive maintenance of equipment and workplace.~~ When the necessity of repairs or preventative maintenance is recognized, it is expected that managers will undertake actions to implement these and initiate actions necessary to complete such repairs or maintenance.

Employee cooperation is also necessary to achieve a harmonious effort in providing a safe and healthy workplace. It is the responsibility of the employee to report perceived hazardous conditions to management. Employees should refrain from participating in activities that may jeopardize the safety of fellow workers. Inoperative equipment or equipment with defects should be reported immediately. Job-related illnesses or injuries, no matter how slight, should be immediately reported to management and treatment promptly sought.

While management attention to accident prevention is an important component of a safety program, it is each employee who carries the greatest responsibility for protecting his/her own health. Though we realize that accidents do happen, we

hope and expect that all employees work together with managers to minimize the risk of work-related illness and injuries.

Safety-Related Discrimination and Harassment

It is the policy of the Town of Colchester that no employee be discriminated against or harassed in any form because of their involvement in Safety and Health related matters.

Discrimination or harassment may take any form in which an employee is intentionally treated differently than other employees of the same rank, qualification, and department solely because of their involvement with, or comments relative to, safety and health matters.

Complaints may be made in confidence to the Department Head or First Selectman.

Alcohol and Drug-Free Policy

Purpose

The purpose of this policy is to establish a workplace, which is free of the negative effects of alcohol, and free from drug abuse. By accomplishing this purpose, the Town also seeks to ensure a safer, healthier working environment for all employees and to reduce absenteeism, tardiness and other job performance problems which may be caused by alcohol and drug abuse. This policy is adopted in accordance with the Drug Free Workplace Act.

Statement of Policy

Employees shall not be involved with the unlawful manufacture, distribution, possession, or use of an illegal drug, controlled substance or alcohol while on Town premises or while conducting Town business off Town premises. Any employee who discovers illegal drugs on Town premises shall notify the First Selectman who shall investigate the matter and notify appropriate Town officials.

An employee must report any conviction or plea of nolo contendere under a criminal drug statute for violations occurring on or off Town premises while on Town business, to the First Selectman within five (5) days after the conviction. The Town will notify any agency awarding a grant to the Town of such conviction, within ten (10) days thereafter, if such notice is required

by the granting agency. Upon request, the First Selectman or his/her designee shall meet with the employee and a Union representative, where employee is part of a collective bargaining unit, before taking any further action.

Employees shall only use prescription drugs on town premises which have been prescribed by a licensed medical practitioner, and such drugs shall be used only as prescribed.

An employee shall not consume alcohol on town premises or off Town premises, while conducting Town business. An employee who is on duty shall not be under the influence of alcohol.

Violations of this policy may result in disciplinary action, up to and including discharge.

Employee Assistance

In appropriate circumstances, the Town shall provide an employee with an opportunity for rehabilitation in overcoming addiction to, dependence upon or other problems with alcohol or drugs. Normally, the opportunity for rehabilitation as an alternative to disciplinary action shall be available only once.

An employee who feels he or she has developed an addiction to, dependence upon or other problem with alcohol or drugs is encouraged to seek assistance. Certain benefits for alcoholism or drug addiction are provided under the Town's group medical insurance plan. An employee will be given one opportunity to participate in a rehabilitation program, which requires absence from work for bona fide treatment. Such absence may be charged to the employee's accrued and unused sick leave, subject to the provisions of the employee's collective bargaining agreement or the Town's Personnel Rules and Regulations as applicable.

Any request for assistance with a drug or alcohol problem will be treated as confidential.

Drug Testing

Pre-employment drug testing is conducted on all employees whose job entail driving or work in "safety-sensitive positions". At management discretion, random drug testing may occur for those employees whose jobs involve driving or if employees work in "safety sensitive" positions.

If there is suspicion to believe that an employee is working under the influence of alcohol or non-prescribed drugs, the Town may require that a drug test be performed on that employee. If the employee is found to be under the influence of alcohol or non-prescribed drugs, disciplinary action will occur, up to, and possibly including dismissal.

Security

Town facilities are equipped with alarm systems. Employees who regularly have a need to enter the building during “off hours” will be issued an alarm code and an outside door key. Employees who enter and leave the building during normal work hours do not need to have outside door keys or alarm codes.

The First Selectman will determine to whom keys and alarm codes should be issued. All employees are issued badges, which they are expected to wear, or have in their possession at all times.

Lockdown procedures are followed in emergency situations and are addressed in a separate procedure.

Workplace Privacy and Monitoring

The Town’s primary mission is to effectively and efficiently conduct its business and meet or exceed service expectations. In order to do this, the Town must be able to: (a) access business information at all times; (b) provide a safe, productive work environment; and (c) supervise its employees to be sure that they are acting consistently with business objectives.

In order to prevent any misunderstandings, the Town believes that every employee should be aware of the following policies on privacy and monitoring so that they can conduct themselves in a professional manner at all times.

- A. The Town reserves the right to conduct monitoring to inspect employees’ work areas including, without limitation, employee lockers, desks, file cabinets, workstations, and mail, in accordance with applicable legal requirements.
- B. Employees using personal locks on Town property must provide the combination or key to their supervisor. The Town will also retain a copy of any Town keys issued to employees.
- C. Solicitation on Town premises is substantially disruptive to Town operations, may materially interfere with the working relationship between employees, and may affect the job performance of

employees. Accordingly, solicitation by one employee of another is prohibited while either is on working time. Furthermore, distribution of literature, candy sales, magazine subscriptions, raffle tickets etc. by an employee is not permitted in the work areas at any time. While an employee may engage in solicitation and distribution activities during rest and meal periods with others who are not working at the time, the Town believes that selling or collecting money for any purpose, or distributing literature that is political or religious in nature, can be controversial and problematic and urges all employees to discourage such activities. Trespassing, soliciting or distributing literature by anyone not employed by the Town is prohibited on Town's premises.

- D. The Town reserves the right to review, access, and intercept all messages created, received, or sent over its electronic communications systems at any time, without advance notice, for such reasons as, without limitation: ensuring that the systems are being used solely to conduct the Town's business; assisting in the evaluation of employee work performance; maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that the Town's operations continue appropriately. The Town may also monitor or review employee work performance, without advance notice, through the use of mechanical or electronic devices, or other methods, including the use of telephone or video monitoring. An employee's use of the Town's communication systems constitutes consent to the Town's conduct.
- E. Employees are prohibited from gaining access to another employee's computer or other electronic communications and must not use unauthorized codes, passwords or other means to gain access to another employee's computer or other electronic communications systems, unless expressly permitted to do so by the First Selectman. Employees are prohibited from accessing a file or retrieving any stored information on the Town's e-mail, voice-mail, and computer systems unless expressly permitted to do so by the First Selectman. Employees should not create their own computer, voice-mail or other electronic communications system passwords unless permitted to do so by the First Selectman. Employees must provide all personal passwords to the Town, so that the Town may effectively conduct business at all times.
- F. Public records retention and Freedom of Information requirements must be satisfied in the use of electronic communications systems in accordance with the Town's policies and applicable law.

G. Any employee who violates the Town's privacy and monitoring policy shall be subject to disciplinary action, up to and including termination of employment. In addition, criminal penalties and fines may apply where the employee's conduct violates applicable state or federal laws.

VI. CONCLUSION

Severability

Should any provision or part of this policy be declared or rendered illegal or unenforceable by legislative or judicial authority, the balance of the policy shall remain in full force and effect.

Handbook & Policy Review

The Town of Colchester Employee Handbook and Personnel Policies shall be reviewed, and revised, if necessary, no less than once every two years, starting from the adoption of this revised and Board of Selectmen approved personnel policies.

To All Employees

Should any employee need further clarification or additional information relating to employment, please speak to your supervisor or the Human Resources Office.

Since it is not possible to foresee all conditions and circumstances surrounding the employment relationship, the Town reserves the right to alter, modify, amend or terminate the provisions of this handbook at any time. Notices of such changes will be posted on all appropriate bulletin boards and distributed to you for you to include in your handbook.

ACKNOWLEDGMENT OF RECEIPT

I, _____, have received a copy of the Town of Colchester's employee handbook, including the notice and disclaimer of any contract of employment, and I fully acknowledge the at-will nature of my employment with the Town, which I understand is subject to the provisions of any applicable collective bargaining agreement. I further acknowledge that these policies are subject to change, with or without prior notice by the Town, again subject to the provisions of any applicable collective bargaining agreement and the duty to bargain over secondary effects of substantive changes under prevailing labor laws. I understand that should the content of these policies be changed in any way, the Town of Colchester may require a further signature from me to indicate that I am aware of and understand any new policies. I further understand that I am responsible for reading and knowing the content of this employee handbook. I hereby agree to comply in full with the Town of Colchester's Personnel Policies but understand that where the policies are in direct conflict with a collective bargaining agreement between the Town of Colchester and a duly recognized union, the provision(s) in conflict will be superseded by the collective bargaining agreement. The content of this handbook supersedes all prior handbooks issued.

Employee

____/____/____
Date