

# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda  
Regular Meeting @ 7:00 PM  
Thursday, August 7, 2014  
Colchester Town Hall  
Meeting Room 1**

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the July 17, 2014 Commission Chairmen Regular Meeting
4. Approve Minutes of the July 17, 2014 Board of Selectmen Regular Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Conservation Commission – Rebecca Ann Meyer Possible Appointment as an Alternate Member for a Three Year Term to expire on 10/31/2014
  - b. Ethics Commission – Charles Logan Possible Appointment for a Three Year term to expire 11/1/2015
  - c. Sewer & Water Commission – Matthew Cross to be interviewed
  - d. Discussion and Possible Action on Appointments to the Charter Review Commission
7. Budget Transfers
8. Tax Refunds & Rebates
9. Discussion and Possible Action on Colchester Tax Incentive Program Application
10. Discussion and Update on the status of Tony's Junkyard
11. Discussion and Possible Action on Police Department Equipment Purchase Request
12. Discussion and Possible Action on School Building Committee's Request for Architect's Fees
13. Discussion and Possible Action on Making Memories Grant
14. Discussion and Possible Action on East River Energy
15. Discussion and Possible Action on Copier Lease
16. Citizen's Comments
17. First Selectman's Report

NANCY A. BRAY  
TOWN ATTORNEY

*Nancy A. Bray*

2014 JUL 31 PM 12:45

RECEIVED  
COLCHESTER, CT

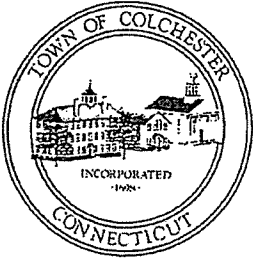
Pg. 2.BOS Reg. Mtg. Agenda 8/7/14

18. Liaison Report

19. Executive Session to Discuss a Personnel Matter

20. Discussion and Possible Action on a Personnel Matter

21. Adjourn



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Commission Chairmen Regular Meeting Minutes**  
**Thursday, July 17, 2014**  
**Colchester Town Hall – 7:00PM**  
**Meeting Room 1**

**MEMBERS PRESENT:** First Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla, Selectman Bill Curran, Selectman Kurt Frantzen via teleconference

**MEMBERS ABSENT:**

**OTHERS PRESENT:** Public Works Director Jim Paggioli, Registrar Dot Mrowka, Tricia Dean and other citizens.

**1. Call to Order**

Selectman S. Soby called the meeting to order at 7:00 p.m.

**2. Commission Updates – Commission Chairs**

Don Kennedy reported that the **Board of Education** is preparing for the strategic planning in August.

Rob Tarlov reported that the **Board of Finance** has set objectives and initiatives for next budget. The Board is working on strategic sub-committees with the Board of Education and Board of Selectmen. One committee will be to communicate through graphs and the other will be working on communication to get the word out. Also focusing on Capital Improvement plans, individual buildings and what needs are associated with costs.

Gary Sidell stated that the **Commission on Aging** is working with the Senior Center Director on a mission statement. They have also defined the senior population to be 55 plus. Commission has completed a draft of the ordinance change. Also completed the senior resource guide, it can be found on the Commission for Aging website as well as the Senior Center website. The commission is working on being better connected with the state. They have partnered with the state and sub-committee for policies and proceedings with the senior center.

Nick Norton reported that the **Open Space Advisory Committee** is following the work of the Conservation & Development project. Currently there are not many opportunities available but they are continually looking.

Robert Parlee reported that the **Police Commission** continues to work on the facebook page. Commission members are conducting ride along with officers to get a better understanding of their day. Effective 8/4/14 reassignments will take place; OFC Edwards will go from SRO Officer to Patrol Car Officer. Sgt. Suchecki will go from Sgt. to SRO Officer. This was a voluntary relinquishing of the Sergeant's position by Sgt. Suchecki. Traffic Authority has identified issues at Rte 16 and Main St. Vehicles are not stopping at the cross walk before turning right on red. The drop box has taken in over 500 lbs of prescription drugs.

Rosemary Coyle reported that the **Senior Center Negotiating Committee** is waiting on the detailed engineering report with costs from the engineer.

RECEIVED  
COLCHESTER, CT  
2014 JUL 24 PM 4:23  
NANCY ABBRAY  
TOWN CLERK

Steven Coyle reported that the **Sewer and Water Commission** is down to four members, they are actively looking for new members. There is a large leak at the water park at the rec field due to bad materials. The Manager of Joint Facilities in East Hampton is retiring. We share the facility and will schedule a meeting to discuss options due to the retirement. STEEP grant has been rejected therefore each town will need to endorse the expenditure.

Laurie Robinson stated the **Zoning Board of Appeals** has not received any appeals in quite a while. Over the next two months there may be some possible applications.

Merja Lehtinen reported on the **Cable Advisory**, she notified the Board of Education that there is a \$1,000 Comcast scholarship available for next year. Comcast reported that if someone is currently on reduced lunch, they may be eligible for a lower rate. The elderly are also eligible. On the State level AT&T and Comcast are able to broadcast Boards and Commission meetings. National level, net neutrality still in testimony, committee for not charging people late fees has been created.

**WRITTEN REPORTS RECEIVED FROM THE FOLLOWING (attached):**

Falk von Plachecki regarding **Conservation Commission**  
James Ford regarding **Economic Development Commission**  
Kim Russo regarding **Fair Rent Commission**  
Joe Mathieu regarding **Planning & Zoning Commission**

**NO REPORT RECEIVED FROM THE FOLLOWING:**

Chris Bourque regarding the **Agriculture Commission**  
John Malsbeden regarding the **Board of Assessment Appeals**  
Steven Wells regarding the **Building Committee**  
Don Lee regarding the **Colchester Hayward Fire Dept**  
Mary Ellen Mahoney regarding the **Cragin Board of Trustees**  
Daniel Henderson regarding the **Ethics Commission**  
Avis Hull and Barbara Caffegan regarding the **Friends of Cragin Library**  
Ellen Sharon regarding the **Historic District Commission**  
Jan LaBella regarding the **Housing Authority**  
Chris Ferrante regarding the **Parks & Recreation Commission**  
Brenden Healy regarding the **Police Retirement Board**  
Robert Suchecki regarding the **Youth Services Advisory Board**

**3. Adjourn**

R. Coyle moved to adjourn the Commission Chair Meeting at 7:30 p.m., seconded by Bill Curran. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean  
Clerk



## Tricia Dean

---

**From:** Joe Mathieu <jbmathieu@comcast.net>  
**Sent:** Thursday, July 17, 2014 6:52 AM  
**To:** Tricia Dean; soby@sbcglobal.net  
**Subject:** Re: Commission Chairmen Meeting Agenda for 7/17

Dear Selectmen,

I regret that I will be unable to attend the Chairmen meeting this evening. Please accept this report in my absence.

Last night The Commission concluded the public hearing phase of a rather complex application for a gas station / donut shop in Westchester. We will begin deliberations on the application at our next meeting in August.

The Commission continues to move forward with updating the Plan of Conservation and Development. The Commission met with the Town's consultant last night to review the first draft of the Plan. We will be scheduling a working group session for Commission chairs in September.

Regrettably, on the advice of counsel the Town has withdrawn the pending applications for changes to our zoning map and regulations due to revisions that were made necessary by recent changes in zoning case law. The Commission felt that these changes were significant enough to call for further public hearings. Accordingly, new applications will be submitted and a hearing will be scheduled on the new regulations in September or early October.

Regards

Joe Mathieu  
Chair  
Colchester PZC

Joe

On Jul 11, 2014, at 12:48 PM, "Tricia Dean" <[tdean@colchesterct.gov](mailto:tdean@colchesterct.gov)> wrote:

Good Afternoon,  
Attached is the Commission Chairmen Meeting Agenda for Thursday, July 17<sup>th</sup> @ 7 p.m.

If you will not be able to attend please send an update to be included at the meeting.

Regards,

**Tricia Dean**  
Executive Assistant to the First Selectman

Town of Colchester  
127 Norwich Avenue  
[tdean@colchesterct.gov](mailto:tdean@colchesterct.gov)  
P: (860) 537-7220

## Tricia Dean

---

**From:** Kimberley Russo <KRusso@unitedwayinc.org>  
**Sent:** Wednesday, July 16, 2014 4:35 PM  
**To:** Tricia Dean  
**Subject:** Chair Meeting

Tricia,

I will not be able to attend the Selectman meeting tomorrow night. Below is my report on behalf of the Fair Rent Commission. If you need anything else, please let me know.

“The Fair Rent Commission continues to respond to requests for support regarding cases of fair rent. We still plan to connect with the Town’s IT Manager in order to discuss possibilities of adding some additional information to the Fair Rent Commission’s page on the Town’s website so that we can clarify our role, residency requirements and provide additional referral sources for individuals seeking support that we may not be able to provide such as 211.”

Kim

**Kimberley Russo / Director of Community Investment / United Way of Central and Northeastern Connecticut**  
30 Laurel Street / Hartford, CT 06106 / tel 860-493-1108 / fax 860-493-1199 / [krusso@unitedwayinc.org](mailto:krusso@unitedwayinc.org) / [unitedwayinc.org](http://unitedwayinc.org)

**LIVE UNITED®**

*Power of the Purse* is in the bag! View the event photos here.

***Get Involved with United Way!***

Run your 2014 United Way Campaign Online - Attend eWay User’s Group Training this July

Save the Date – MetroHartford Alliance Rising Star Breakfast featuring ALICE – Friday, August 1

Give the Gift of Reading – Purchase a United Way Read. Learn Succeed. Signature Bookplate

## Tricia Dean

---

**From:** afvp@sbcglobal.net  
**Sent:** Thursday, July 17, 2014 2:46 PM  
**To:** Tricia Dean  
**Cc:** Jay Gigliotti  
**Subject:** Re: Commission Chairmen Meeting Agenda for 7/17

Hi,

I am unable to make the commission chair meeting. Below is a brief report.

The **Conservation Commission** will be electing a new vice-chair at its next regular meeting. The commission thanks Kurt Frantzen for his years of service on the commission and wishes him all the best with his new challenge serving the residents of Colchester as a member of the Board of Selectman.

Tony's Junk yard has begun its approved clean up. If you happen to travel to the town transfer station the changes that are happening are very obvious. The proposed trail bridge on the White Oak subdivision open space has been approved. This project will enhance and provide more educational opportunities for Bacon Academy and our students.

Respectfully submitted by,  
Falk von Plachecki  
Conservation Commission Chairman

On Jul 17, 2014, at 10:38 AM, "Tricia Dean" <[tdean@colchesterct.gov](mailto:tdean@colchesterct.gov)> wrote:

Friendly reminder that the Commission Chairmen meeting is tonight at 7p in Room 1 at Town Hall.

### Tricia Dean

Executive Assistant to the First Selectman

Town of Colchester  
127 Norwich Avenue  
[tdean@colchesterct.gov](mailto:tdean@colchesterct.gov)  
P: (860) 537-7220  
F: (860) 537-0547

---

**From:** Tricia Dean  
**Sent:** Friday, July 11, 2014 12:48 PM  
**To:** 'jcbourque57@msn.com'; ron\_s@me.com; 'malsbenden@sbcglobal.net'; 'r.goldsteinesq@snet.net'; Rob Tarlov; 'swadewells@aol.com'; 'rose.m.levine@gmail.com'; 'Falk'; Don Lee; 'dkmmahoney@att.net'; 'ford\_james\_w@sbcglobal.net'; 'daniel.m.henderson@us.army.mil'; 'kimberleyrusso@yahoo.com'; 'avishull@sbcglobal.net'; 'becaffegan@comcast.net'; 'ellen@clipresearch.com'; 'janetlabella@sbcglobal.net'; 'nnorton@yahoo.com'; 'cdferrante@yahoo.com'; 'jbmathieu@comcast.net'; 'robert.parlee'; 'healeybrenden@sbcglobal.net'; Rosemary Coyle; 'richard.lemay@po.state.ct.us'; KC84 - Rob Suchecki; 'robinson@snet.net'; 'ctmlhr@yahoo.com'  
**Cc:** Denise Mizla; Denise Mizla; Kurt Frantzen; Kurt Frantzen; Rosemary Coyle;

## Tricia Dean

---

**From:** Stan Soby  
**Sent:** Tuesday, July 22, 2014 2:58 PM  
**To:** Tricia Dean  
**Subject:** FW: Chairman's Meeting

---

**From:** Jim Ford [<mailto:JFord@BETA-Inc.com>]  
**Sent:** Thursday, July 17, 2014 4:25 PM  
**To:** Stan Soby  
**Subject:** Chairman's Meeting

Stan, Unfortunately I will not be able to be present at the meeting tonight. Please let this email serve as my report to the Board.

The EDC will be working with the proposed developer of an indoor athletic facility and evaluating their request for TCIP approval. This is a very interesting project and I will be coordinating with Cheryl Hancin on the potential benefits and opportunities this facility may present to Park and Rec.

The Commission is developing a new Mission Statement which will reflect increasing activity of the EDC and potential projects which it may undertake.

We are planning to look at Municipal Development Plans for our new Zoning area adjacent to Parum Road and begin the process of marketing Colchester actively.

We meet the third Monday of each month and invite public participation and attendance.

**James W. Ford, P.E.**  
Senior Associate

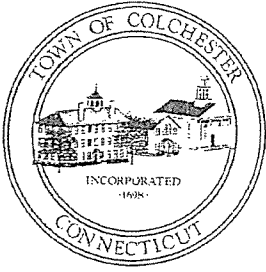
BETA Group, Inc.  
T: 860.513.1503  
C: 860.575.1918  
[JFord@BETA-Inc.com](mailto:JFord@BETA-Inc.com)  
[www.BETA-Inc.com](http://www.BETA-Inc.com)



---

Confidentiality Notice:  
This email message (and any attachments) contains information from BETA Group, Inc. that is confidential. If you are not the intended recipient(s), you may not disclose, copy, distribute, rely upon, or use its contents. Please reply to the sender immediately and delete this message. Thank you for your cooperation.





# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

## Board of Selectmen Minutes

### Regular Meeting Minutes

Thursday, July 17, 2014

Colchester Town Hall – Room 1

Immediately following Commission Chair Meeting @ 7:00 PM

**MEMBERS PRESENT:** First Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla, Selectman Bill Curran, and Selectman Kurt Frantzen via teleconference

**MEMBERS ABSENT:** none

**OTHERS PRESENT:** Dot Mrowka, Registrar; Rob Parlee; Rob Tarlov, Board of Finance, Jim Paggioli, Public Works Director; Brad Bernier, Board of Education; Maggie Cosgrove, CFO arrived at 8:50pm; Tricia Dean, Clerk; and other citizens

RECEIVED  
COLCHESTER, CT  
2014 JUL 1 PM 12:49  
JASON A. BRAY  
TOWN CLERK

1. **Call to Order**  
First Selectman S Soby called the meeting to order at 7:32 p.m.
2. **Additions to the Agenda**  
Add Item #17, Discussion and Possible Action on Board of Finance Objectives and Initiatives, and renumber accordingly.  
  
R. Coyle moved to add the item listed, seconded by D. Mizla. Unanimously approved. MOTION CARRIED.
3. **Approve Minutes of the June 19, 2014 Regular Board of Selectmen Meeting**  
D. Mizla moved to approve the Regular Board of Selectmen Meeting minutes of June 19, 2014, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
4. **Approve Minutes of the June 24, 2014 Special Board of Selectmen Meeting**  
D. Mizla moved to approve the Special Board of Selectmen Meeting minutes of June 24, 2014, seconded by B. Curran. Unanimously approved, one abstention made by R. Coyle. MOTION CARRIED
5. **Approve Minutes of the July 2, 2014 Special Board of Selectmen Meeting**  
R. Coyle moved to approve the Special Board of Selectmen Meeting Minutes of July 2, 2014, seconded by D. Mizla. Unanimously approved. MOTION CARRIED
6. **Citizen's Comments-** Constituent Jason Ciaciura, Cirillo Dr., requested that David Gesiak's position as a member of the Planning and Zoning Commission be evaluated and suspended due to a pending lawsuit for drainage contractor work done by Mr. Gesiak.  
  
R. Silberman expressed concern of the safety hazard at the intersection of Old Hebron and Old Hartford Rd. Requested speed and traffic enforcement in that area stepped up.  
  
D. Mrowka stated the voting machines and calculators have been cleaned.
7. **Clean Energy Communities Presentation** – Rebecca Meyer and Pat Bandzes outlined the program. Presentation attached.
8. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
  - a. Conservation Commission – Andy George, current Alternate Member, Possible Appointment to a regular member for a three year term to expire 10/1/2015  
R. Coyle moved to appoint Andy George as a regular member to the Conservation Commission for a three year term to expire 10/1/2015, seconded by D. Mizla. Unanimously approved. MOTION CARRIED.

Conservation Commission – Rebecca Ann Meyer to be interviewed  
Rebecca Ann Meyer was interviewed

- b. Sewer & Water Commission – Ron Silberman Possible reappointment for a three year term to expire 6/30/2017.  
D Mizla moved to reappoint Ron Silberman to the Sewer & Water Commission for a three year term to Expire 6/30/2017, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
      - c. Charter Review Commission
        1. Gary Siddell – was interviewed
        2. Ursula Tschinkel – was interviewed
9. **Budget Transfers - none**
10. **Tax Refunds & Rebates**

R. Coyle moved to approve tax refunds in the amount of \$369.90 to Ronald Sefchik, \$58.04 to Rossi Law Offices LTD, \$1113.64 to Affordable CDL LLC, and \$551.89 to Cab East LLC, seconded by D. Mizla. Unanimously approved. MOTION CARRIED.
11. **Discussion and Possible Action on Resignation of Town Clerk Nancy Bray**

R. Coyle moved to accept the resignation of Town Clerk Nancy Bray, with regret, to become effective 8/4/2014, seconded by B Curran. Unanimously approved. MOTION CARRIED.
12. **Discussion and Possible Action on Municipal Solid Waste Contract**

R. Coyle asked if transportation was included in the bid. J Paggioli stated that no, once the SWC recipient was solidified, then there will be a re-bid for the transportation piece.

D. Mizla moved that the Town of Colchester enters into a contract with Covanta for the receivership and disposal of MSW with Covanta Southeastern Connecticut Company in accordance with the terms as submitted in response to the Request for Price Proposals Municipal Solid Waste Disposal Town of Colchester, (RFP 2014-11), and that the First Selectman is authorized to sign such agreement as necessary, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
13. **Discussion and Possible Action on Mobile Food Pantry**

R Coyle questioned the liability piece. The recipient of the pantry will be required to sign a waiver that they received the goods and release the food site, Mobil Pantry and volunteers from liability.

R. Coyle moved to approve the agreement between Colchester Youth & Social Services and the Gemma E. Moran United Way/Labor Food to participate in the Mobile Food Pantry program, seconded by R. Curran. Unanimously approved. MOTION CARRIED
14. **Discussion and Possible Action on Youth Center Flooring**

R. Coyle asked if the purchase policy would be followed for this item. J. Paggioli stated yes, the estimate was included to show what the cost of replacing the floors would be. Once approved by the BOS and the BOF, it will then go through RFP for 3 quotes.

B Curran approved the appropriation from the unassigned fund balance of \$6,800 to transfer to the Buildings & Grounds maintenance for Youth Center flooring, seconded by D Mizla. Unanimously approved. MOTION CARRIED.
15. **Discussion and Possible Action on Business Associate Agreement with McGladrey LLP**

M. Cosgrove explained that this is done annually and HIPPA protected yearly agreement.

R. Coyle moved to authorize the First Selectman to sign the Business Associate Agreement with McGladrey LLP related to auditing services provided for the fiscal year ended June 30, 2014
16. **Discussion on Webster Bank Financial Advisory Services**

M Cosgrove explained that Webster Bank is pulling out of financial advisory services. The Town is left without an advisor which services are important, due to brokerage and bidding especially with the building project process. A RFQ will need to be done to select a new advisor
17. **Discussion on Board of Finance Objectives and Initiatives**

An objective of the Board of Finance is to form two sub-committees, one will be to focus on presenting budget information by way of graphs. The second sub-committee will be on communicating the budget information to the public. Two representatives from each; the Board of Education, the Board of Selectmen and the Board of Finance need to be designated

R Coyle moved to designate Bill Curran and Kurt Frantzen to represent the Board of Selectmen on the presenting budget through graphs sub-committee and designating Denise Mizla and Rosemary Coyle on the communication sub-

18. **Citizen's Comments** – D Mrowka expressed her admiration for the Linwood Ave project, she feels it increases safety by providing a good size sidewalk on either side. J Paggioli commended the contractors for working quickly to complete.

19. **First Selectman's Report**

The Police department will be applying for a grant to receive 2 laser units. The grant will also cover the cost of overtime to do targeted speed enforcement. Included on the 7/21 weekly update email and the First Selectman's facebook page is the search for a volunteer to work on the Board of Finance survey. Proposed dates scheduled for a tri-board meeting with Lockton Insurance. Two grants awarded to the Senior Center, one for on Demand Transportation \$33,320 (to transport for medical appointments out of town), and Making Memories \$20,908. Attended meeting for KX Dispatch with Chief Cox and Deputy Chief Don Lee. Things are moving forward with the contract language and this remains to be the best option for Colchester. Met with Ron Goldstein on the WJJMS school building and discussed how to proceed forward, also set up a meeting with a newly assigned architect. Commission on Aging meeting discussed the Senior Center issue of existing building, waiting for architecture report on this. Met with Developers earlier in the week who are looking at opportunities within our town.

20. **Liaison Report**

R Coyle; Commission on Aging – Transportation cost is under budget, 55 new members in 2014, 1240 seniors used transportation and 354 used meals on wheels. Aug 9<sup>th</sup> is the Golf Tournament Fundraiser with dinner. Resource guide complete.

Denise Mizla; Board of Education – R Goldstein reported that the dollars budgeted to be transferred into the insurance fund is being reduced since they are on target and ahead in that category. These funds will be utilized to reinstate fencing, soccer, basketball and sports at WJJMS as well as the Athletic Director at WJJMS.

Bill Curran; Planning and Zoning – 4<sup>th</sup> hearing took place regarding the gas station on 16 & 149. Commission has the information to move forward and will meet this week and next to render a decision on the property. Commission also reviewing the land use behind Tractor Supply, mixed use is possible. Commission is also rewriting the regulations.

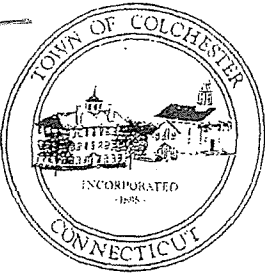
21. **Adjourn**

R. Coyle moved to adjourn at 9:37 p.m., seconded by D Mizla. Unanimously approved. MOTION CARRIED.

Attachment: Clean Energy Communities

Respectfully submitted,

Tricia Dean, Clerk



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 6/2/2014

## BOARDS & COMMISSIONS APPLICATION

Name: REBECCA ANN MEYER

Address: 72 BROOKSTONE DRIVE Colchester, CT. 06415

Home Phone: 860-754-7838 Email rebecca.meyer33@gmail.com FAX: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Email \_\_\_\_\_ Town Residency 4 Years

Party Affiliation: Democrat Republican Unaffiliated (circle one)

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

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

High School: MYERS PARK HIGH SCHOOL, <sup>Graduated</sup> JUNE 1995, Charlotte, North Carolina, Attended 3 years,

College: Bachelor of Arts, Political Science, North Carolina State University, Graduated May 1999

• Master of Arts, Environmental & Natural Resources Policy, The George Washington University, Graduated January 2005

• Project Management Certificate, Boston University, December 2008

Trade, Business  
Or Correspondence  
School



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

- Senior Program Administrator - Evaluator, Northeast Utilities, December 2004 - Present (9.5 years) Design, manage & implement energy education & community outreach programs, Berlin, CT
- Research Assistant, The Progress & Freedom Foundation, August 2001 - June 2001 Washington, DC (left to move to CT w/ family)
- Research Assistant; Smith, Anderson, Blair, Dorsett, Mitchell & Jernigan, June 1999 - July 2001 (18 mos DC)

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 interested in helping conserve Colchester's natural resources and providing support to my community. I have a successful resume of working with Connecticut's towns and cities through the Clean Energy Communities program. I would like to apply my environmental policy education to help my community regarding other environmental issues/policies.

Do you have any experience or familiarity with this area? Developed version 2.0 of the Clean Energy Communities program in CT where 102 towns and cities have committed to reducing energy consumption 20% by 2018 and purchasing 20% of electricity from renewable sources by 2018. My focus in graduate school was on wetlands and my thesis was regarding the Dead Zone in the Gulf of Mexico (hypoxic area created by nitrogen/phosphorus runoff along the Mississippi River Basin).

If you are not appointed to this board or commission, would you be interested in other forms of public service? Which ones? Planning & Zoning Commission;

Date: 6/2/14

Signature: [Handwritten Signature]

**Conservation Commission-5 Members, 3 Alternates, 3 year terms**

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Falk Von Plachecki	R	860-537-3167	afvp@sbcglobal.net	10/31/2016
Vice Chair					
Member	Susan Bruening	U	860-537-1162	brueningesus@reg8.k12.ct.us	10/31/2016
Member	Morris Epstein	D	860-537-1735	morrisepstein@yahoo.com	10/31/2014
Member	Darrell York	R	860-295-1090	dyork@msipump.com	10/1/2015
Alternate	Erika Fuery	U	860-367-5883	erika.fuery@cardnotec.com	10/1/2015
Alternate	Andrew George	D	860-537-5596	aageorge27@sbcglobal.net	10/31/2014
Alternate	VACANT				10/1/2014

**Conservation Commission**



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

*Interviewed*

DATE: June 12, 2014

## BOARDS & COMMISSIONS APPLICATION

Name: Charles S. Logan

Address: 37 Esther Lane Colchester, CT. 06415

Home Phone: 860-531-9062 Email logancs@msn.com FAX: \_\_\_\_\_

Work Phone: 860-682-1348 Email clogan@amnucins.com Town Residency 1 month 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: Whitcomb High School Bethel, VT 4 years Graduated 1981

\_\_\_\_\_  
\_\_\_\_\_

College: Trident University Intentional MBA (IT Management) Graduated 2004

Thomas Edison State College BSAST (nuclear Technology) Graduated 2003

Southern Illinois University BS (Education) Graduated 2000

Trade, Business Lean Six Sigma Black Belt

Or Correspondence \_\_\_\_\_

School \_\_\_\_\_

CONTINUED ON REVERSE SIDE

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

28+ Years in the US Naval Nuclear Power Program (retired Last month)

Stationed in CT for the last 8 years and lived in Colchester for the last 7 years.

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

**Why are you interested in serving?** We have lived here for 7 years and want to get involved in Colchester and give back to the Community.

**Do you have any experience or familiarity with this area?** \_\_\_\_\_

Have Familiarity but have not had experience due to Navy Schedule in the past.

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

**Which ones?** Board of Education, Board of Finance

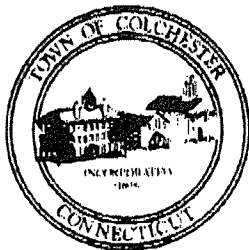
**Date:** 6/12/2014

**Signature:** clogan@amnucins.com

Digitally signed by clogan@amnucins.com  
DN: cn=clogan@amnucins.com  
Date: 2014.06.12 12:09:58 -0400

### Ethics Commission-5 Members, 3 year terms

Position	Full Name	Party	Phone	E-mail	Expiration Date
Member	<i>Asst. Denise Wood</i> VACANT (D. Ward)	D	<i>860-334-8267</i>	<i>denise.wood@uscom.edu</i>	11/1/2015
Member	Debra Marvin	U	<del>860-537-3222</del> <i>5240</i>	<i>debmarvin@msn.com</i>	11/1/2015
Member	<i>Chair</i> Daniel Henderson	D	860-537-5709	daniel.m.henderson@us.army.mil	5/30/2014
Member	Shannon Bergquist	U	860-267-6546	shannonbergquist@sbcglobal.net	11/1/2016
Member	John Dilorio	D	860-537-8213	jandcilorio@comcast.net	10/13/2016



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 7/13/2014

## BOARDS & COMMISSIONS APPLICATION

Name: Matthew D. Cross

Address: 24 Broadway St #3 Colchester, CT. 06415

Home Phone: 309-368-5699 Email cross.matt.d@gmail.com FAX: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Email \_\_\_\_\_ Town Residency \_\_\_\_\_ Years

Party Affiliation:  Democrat  Republican  Unaffiliated (circle one)

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

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

High School: Battle Mountain High School, Mountain Colorado  
Graduated in 1998

College: Cornell College: ASS. Pre Medicine  
University of Iowa: Communication Sciences and Disorders  
Indiana University: Doctor of Audiology

Trade, Business \_\_\_\_\_  
Or Correspondence \_\_\_\_\_  
School \_\_\_\_\_

CONTINUED ON REVERSE SIDE

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

Audiologist in training  
 - Clinical externship at CT ENT, 85 Seymour St Hartford Hospital - for one year as part of A.U.D. program. Stopped at end of program

Banquet <sup>at more</sup> Scholars Inn Ballchance - various roles working w/ customers for two years while attending graduate school. Left to begin externship in New England

Teacher's <sup>assistant</sup> Indiana University - for one year during first year of graduate school. Position only was offered for one year

- Prior work in molecular biology labs at the University of Iowa - Inquire for details

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

Why are you interested in serving? I am impacted by the decisions that are made at the community level of government. I feel it is vitally important that a community strive to have the highest quality of education, the most beautiful art produced by the most collaborative creative community, and public events and goals that bring people together to be a community. I think the burden of this should be shared fiscally, but I also realize that these goals can not exist without solid infrastructure for things like sewer water.

Do you have any experience or familiarity with this area? I am not familiar with

sewer and water specifically with the exception of a  
some work on my home previously (finished a bathroom in a basement).  
However, my work and, especially, my academic experience has  
trained me to be an excellent problem solver and critical  
thinker.

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

Which ones? I would be willing to entertain the idea of serving  
on any other board or commission should the need arise.

Date: 7/13/2014

Signature: [Handwritten Signature]

FY 13/14

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department: First Selectman

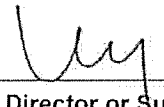
Reason for Request: Temporary staffing for office coverage - vacancy in position of Executive Assistant to First Selectman due to resignation in September 2013

Reason for Available Funds: Vacancy in position of Executive Assistant to First Selectman due to resignation in September 2013

From:	Account Number	Account Name	Amount
	11201-40101	Regular Payroll	3,325

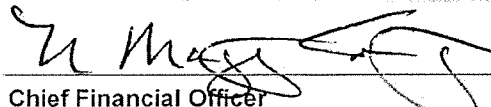
To:	Account Number	Account Name	Amount
	11201-40105	Contractual, Temporary, Occasional P/R	3,325

7/31/14  
Date Requested

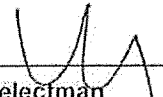
  
Department Director or Supervisor - Signature

Print Name Stan Soby, First Selectman

7/31/14  
Date Reviewed

  
Chief Financial Officer

7/31/14  
Date Approved

  
First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk



FY 13/14

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department:

Reason for Request:

Reason for Available Funds:

From:	Account Number	Account Name	Amount
	<input type="text" value="11201-42343"/>	<input type="text" value="Technical Reference Materials"/>	<input type="text" value="200"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	Account Number	Account Name	Amount
	<input type="text" value="11201-43258"/>	<input type="text" value="Professional Memberships"/>	<input type="text" value="200"/>
	<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

FY 13/14

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department:

Reason for Request:

Reason for Available Funds:

From:

Account Number	Account Name	Amount
<input type="text" value="11501-40101"/>	<input type="text" value="Town Clerk - Regular Payroll"/>	<input type="text" value="450"/>
<input type="text" value="11501-41230"/>	<input type="text" value="Town Clerk - FICA &amp; Retirement"/>	<input type="text" value="3,073"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

To:

<input type="text" value="11301-40101"/>	<input type="text" value="Finance - Regular Payroll"/>	<input type="text" value="450"/>
<input type="text" value="11301-41230"/>	<input type="text" value="Finance - FICA &amp; Retirement"/>	<input type="text" value="3,073"/>
<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

FY 13/14

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department: Finance

Reason for Request: Payroll training provided in July 2013 by former (retiree) Payroll/AP Coordinator to assist with fiscal year end payroll changes and processing

Reason for Available Funds: Funds budgeted for training resources used to pay retired employee to provide payroll training

From:	Account Number	Account Name	Amount
	11301-43213	Mileage, Training & Meetings	410

To:	Account Number	Account Name	Amount
	11301-40105	Contractual, Temporary, Occasional P/R	380
	11301-41230	Finance - FICA & Retirement	30

Jul 14, 2014  
Date Requested

*N. Maggie Cosgrove*  
Department Director or Supervisor - Signature

Print Name N. Maggie Cosgrove, CFO

7/14/14  
Date Reviewed

*N. Maggie Cosgrove*  
Chief Financial Officer

8/31/14  
Date Approved

*[Signature]*  
First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

FY 13/14

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department: Collector of Revenue

Reason for Request: Need to replace an optical bill scanner prior to July 1. Scanner stopped working on June 17. Scanner reads bar codes from tax bills and enhances speed and efficiency of processing tax payments. The scanner is purchased from the same vendor that provides data processing services to the Tax Office

Reason for Available Funds: Estimated software costs exceeded actual expenses.

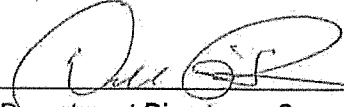
From:

Account Number	Account Name	Amount
44205	Data Processing	508

To:


42301	Office Supplies	508

Jun 17, 2014  
Date Requested

  
Department Director or Supervisor - Signature

Print Name Donald Philips

7/14/14  
Date Reviewed

  
Chief Financial Officer

7/3/14  
Date Approved

  
First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Town of Colchester  
 General Fund  
 Budget Transfer/Additional Appropriation

FY 13/14

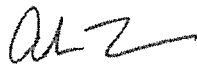

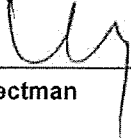
Department: Planning & Code Administration

Reason for Request: Former ZEO worked filled in temporarily on contract until replacement began on 5/5/14

Reason for Available Funds: Unanticipated vacancy of ZEO position

From:	Account Number	Account Name	Amount
	11411-40101	Regular Payroll	215

To:	11411-40105	Contractual, Temporary	215

6-17-14			
Date Requested		Department Director or Supervisor	
7/14/14			
Date Reviewed		Chief Financial Officer	
7/21/14			
Date Approved		First Selectman	
Date Approved		Board of Selectmen Clerk	
Date Approved		Board of Finance Clerk	

Town of Colchester  
 General Fund  
 Budget Transfer/Additional Appropriation

FY 13/14

Department: Planning & Code Administration

Reason for Request: Buyout to return invoice for Copier fee not anticipated.

Reason for Available Funds: More information being sent electronically to Commission members, engineers, etc.

From:	Account Number	Account Name	Amount
	11411-44217	Postage	450
To:	11411-42233	Copier	450

Apr 29, 2014  
 Date Requested

*Ad Z*  
 \_\_\_\_\_  
 Department Director or Supervisor

7/10/14  
 Date Reviewed

*[Signature]*  
 \_\_\_\_\_  
 Chief Financial Officer

7/31/14  
 Date Approved

*[Signature]*  
 \_\_\_\_\_  
 First Selectman

   
 Date Approved

\_\_\_\_\_

Board of Selectmen Clerk

   
 Date Approved

\_\_\_\_\_

Board of Finance Clerk

Town of Colchester  
 General Fund  
 Budget Transfer/Additional Appropriation

FY 13/14

Department: Planning & Code Administration

Reason for Request: Appraisal of property for Open Space grant & marketing analysis for YMCA, not planned for.

Reason for Available Funds: No protective clothing needed to be replaced this year.

From:	Account Number	Account Name	Amount
	11411-42323	Protective Clothing & Safety Equip.	315

To:	Account Number	Account Name	Amount
	11411-44208	Professional Services	315

6-12-14	<u>Ad 2</u>
Date Requested	Department Director or Supervisor
7/14/14	<u>[Signature]</u>
Date Reviewed	Chief Financial Officer
7/21/14	<u>[Signature]</u>
Date Approved	First Selectman
Date Approved	Board of Selectmen Clerk
Date Approved	Board of Finance Clerk

FY 13/14

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department:

Reason for Request:

Reason for Available Funds:

From:

Account Number	Account Name	Amount
11501-40101	Regular Payroll	110
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

To:

11501-40103	Overtime	110
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Date Requested

*Nancy Bray*  
Department Director or Supervisor - Signature  
Print Name

Date Reviewed

*[Signature]*  
Chief Financial Officer

Date Approved

*[Signature]*  
First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk



FY 13/14

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department: Parks & Recreation

Reason for Request: State mileage cost increased. Travel costs by Recreation Staff to cover programs and trainings. New staff were hired so more training is needed. A town car was not available for use by the Recreation staff.

Reason for Available Funds: Equipment was borrowed from a local organization and Bacon Academy. Generators were not needed at the events this year as electricity was available.

From:	Account Number	Account Name	Amount
	15201-44237	Equipment Rental	2,500

To:	Account Number	Account Name	Amount
	15201-43213	Mileage, Training, Meetings	2,500

Apr 7, 2014  
Date Requested

Department Director or Supervisor - Signature

Print Name Cheryl Hancin

7/31/14  
Date Reviewed

Chief Financial Officer

8/31/14  
Date Approved

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

FY 13/14

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department: Senior Center

Reason for Request: Due to two incidents of theft at the Colchester Senior Center, in late April/early May, 2014, a locksmith had to re-key every door, file cabinet, lock-box and vehicle key, as well as have a drop-safe installed in order to more safely handle money at the senior center. The invoice totals \$3,145.00

Reason for Available Funds: There is money available because both the Director and Program Coordinator were new employees and therefore ineligible to collect the 401(a) benefit.

From:	Account Number	Account Name	Amount
	41230	Fica & Retirement	3,000

To:	Account Number	Account Name	Amount
	46226	Building Repairs	3,000

Jul 29, 2014  
Date Requested

*Patricia A. Watts*  
Department Director or Supervisor - Signature

Print Name Patricia A. Watts

7/31/14  
Date Reviewed

*[Signature]*  
Chief Financial Officer

7/31/14  
Date Approved

*[Signature]*  
First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

FY 13/14

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department: Debt Service/Transfers

Reason for Request: 10 year Heavy Rescue Vehicle lease purchase agreement authorized in January 2014 with quarterly payments in arrears. The first quarterly payment was due and paid in April 2014 (FY 2013-2014). The remaining quarterly payments for year 1 of the lease are due and payable in July 2014, October 2014, and January 2015 (FY 2014-2015).

Reason for Available Funds: Funds were included in FY 2013-2014 adopted budget for the first year's total annual lease principal and interest payments for the heavy rescue vehicle lease.

From:	Account Number	Account Name	Amount
	18101-49250	Debt Service - Lease principal payments	31,201
	18101-49255	Debt Service - Lease interest payments	7,497

To:	Account Number	Account Name	Amount
	18501-50700	Transfer to Debt Service Fund	38,698

Jul 16, 2014  
Date Requested

*N. Maggie Cosgrove*  
Department Director or Supervisor - Signature

Print Name N. Maggie Cosgrove, CFO

Jul 16, 2014  
Date Reviewed

*N. Maggie Cosgrove*  
Chief Financial Officer

7/31/14  
Date Approved

*[Signature]*  
First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

FY 13/14

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

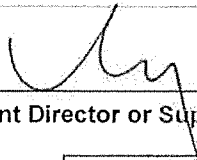
Department:

Reason for Request:

Reason for Available Funds:

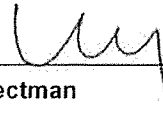
From:	Account Number	Account Name	Amount
	11101-50950	Human Resources Contract Settlements	67,401
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	Account Number	Account Name	Amount
	Various - see detail	Various - see detail list	67,401
	<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  
Budget Transfer - Non-union Merit Increases & Union Contract settlements

Account #	Department & Account Name	From	To	Explanation
11101-50950	BOF - Contract Settlements			
11301-40101	Finance - Regular Payroll	67,401		Funds budgeted for non-union employee merit pay increases and union contract negotiation settlements
11301-41230	Finance - FICA/Retirement		1,663	Non-union employee merit pay increases
11411-40101	Planning & Code Administration - Regular Payroll		228	Non-union employee merit pay increases
11411-41230	Planning & Code Administration - FICA/Retirement		4,473	Non-union employee merit pay increases
12202-40101	Fire - Regular Payroll		473	Non-union employee merit pay increases
12202-41230	Fire - FICA/Retirement		2,778	Non-union employee merit pay increases
13200-40101	Public Works Admin - Regular Payroll		380	Non-union employee merit pay increases
13200-41230	Public Works Admin - FICA/Retirement		73-4	Non-union employee merit pay increases
15201-40101	Parks & Recreation - Regular Payroll		965	Non-union employee merit pay increases
15201-41230	Parks & Recreation - FICA/Retirement		1,475	Non-union employee merit pay increases
15401-40101	Senior Services - Regular Payroll		202	Non-union employee merit pay increases
15401-41230	Senior Services - FICA/Retirement		658	Non-union employee merit pay increases
11501-40101	Town Clerk - Regular Payroll		90	Non-union employee merit pay increases
11501-41230	Town Clerk - FICA/Retirement		1,480	Elected officials pay increase
11601-40101	Elections - Regular Payroll		202	Elected officials pay increase
11601-41230	Elections - FICA		619	Elected officials pay increase
12202-40101	Fire - Regular Payroll		48	Elected officials pay increase
12202-41230	Fire - FICA/Retirement		3,896	Reclassification of employee from non-union to union
15101-40101	Cragin Library - Regular Payroll		1,159	Reclassification of employee from non-union to union
15101-41230	Cragin Library - FICA		5,001	Library union contract settlement
12202-40101	Fire - Regular Payroll		623	Library union contract settlement
12202-41230	Fire - FICA/Retirement		9,923	Fire union contract settlement
13201-40101	Highway - Regular Payroll		1,454	Fire union contract settlement
13201-41230	Highway - FICA/Retirement		7,756	Public Works union contract settlement
13202-40101	Fleet Maintenance - Regular Payroll		935	Public Works union contract settlement
13202-41230	Fleet Maintenance - FICA/Retirement		4,068	Public Works union contract settlement
13203-40101	Grounds Maintenance - Regular Payroll		465	Public Works union contract settlement
13203-41230	Grounds Maintenance - FICA/Retirement		6,153	Public Works union contract settlement
13601-40101	Transfer Station - Regular Payroll		704	Public Works union contract settlement
13601-41230	Transfer Station - FICA/Retirement		2,067	Public Works union contract settlement
			239	Public Works union contract settlement
Totals		67,401	67,401	

FY 14/15

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department: Planning & Code Administration

Reason for Request: See attached

Reason for Available Funds: See attached

From:

Account Number	Account Name	Amount
11411-40101	Regular Payroll	1,000

To:

11411-40105	Contractual, Temp. Occas.	1,000

7-23-14  
Date Requested

AD 2  
Department Director or Supervisor

7/31/14  
Date Reviewed

[Signature]  
Chief Financial Officer

7/31/14  
Date Approved

[Signature]  
First Selectman

                      
Date Approved

                      
Board of Selectmen Clerk

                      
Date Approved

                      
Board of Finance Clerk

The Code Enforcement Department has had to function without Tim York. Reed Gustafson has functioned as the Towns interim Building Official and has also been responsible for Fire Marshal duties. These tasks are too many for one individual and other staff members have been assuming administrative and other responsibilities. With the summer influx of building permit applications and phone calls, assistance was needed to perform clerical and other administrative duties. In addition it was necessary to re-organize certain operating procedures in the short term as we re-grouped following Tim's death. We did utilize additional outside part time help on several occasions during the last month. As we have only allocated a small portion of funds for temporary work we request a fund transfer of \$1,000 in this category to be used for any additional personnel needed to fill in during this difficult period. That assistance might be for clerical, professional or administrative tasks.

We would use the salary allocated to the building official to cover the fund transfer.

To: Board of Selectman

From: Adam Turner

Re: Community Tax Incentive Program Application (CTIP)

Date: 7/30/14

Pursuant to Ct Statute Sec. 12-65(b) and local ordinance, the Economic Development Commission has received an application for Tax Abatement. The proposed project includes a sports complex on old Hartford Road that contains several soccer fields, a full indoor track and field facility and other accessory uses such as a restaurant/concession stands and pro- shop. The staff report on this project is included as well as the project application.

Motion: - Move to accept the recommendation of the Economic Development Commission regarding the Colchester Sports Complex and set a Town meeting date of ---- to consider this proposal.



## **Report – CTIP Application – Colchester Sports Arena**

### **Introduction**

The Community Tax Incentive Program (CTIP) has been used in Colchester for many years. The program authorized under State Statute 12-65(b) permits agreements between municipalities and owners of property to fix the assessment of property for a specified period. The program is applicable to any individual, group or entity that pays or will pay real estate taxes in Town, provided that the applicant is not delinquent in the payment of any taxes or service charges to the Town and the applicant plans to invest at least \$25,000 for either the construction of a new facility or the expansion of a current operation. In determining whether to award and/or apply this program, leader must determine whether the applicant evidences a solid financial base and potential for growth.

### **Process**

Qualified applicants for tax incentives are required to present their application initially to the Economic Development Commission. The members of the Commission review each application and make a determination as to whether incentives are appropriate, based on criteria and findings established by the Commission. If they determine that incentives are appropriate, Commission members will further determine the appropriate amount and duration for the incentive.

From this review by the Economic Development Commission, the application and recommended incentive package is sent to the Board of Selectmen. The Selectmen consider the recommendation and may adjust the package, as they deem appropriate. After the Selectmen's review, the package is brought before the legislative body of the Town, (the Town Meeting), for approval. The Town Meeting is the sole decision maker regarding the approval of the incentive package. The members of the Economic Development Commission and the Board of Selectmen simply develop recommendations for the package.

### **Standards**

The Economic Development Commission recommends tax incentives after considering the following criteria:

- Need for incentives
- Potential for new job creation
- Providing a product, need or service to the local community
- Appropriateness of the business to its proposed location
- Possibility for the business to spawn other new businesses

- Planned use by the business of other Colchester vendors
- Compatibility of the project with the environment and town resources
- Contribution to the Town's infrastructure, including roads and utilities
- Net gain provided to the Town tax base
- Improvement or renovation to historic structures

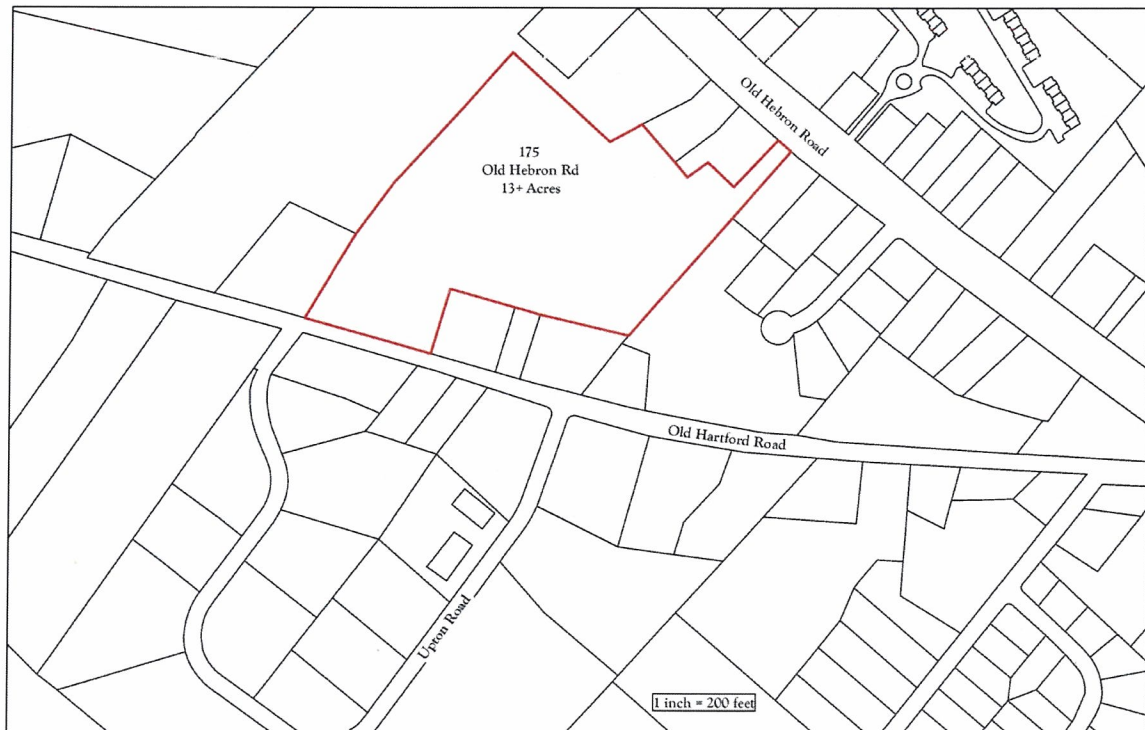
The members of the Commission may award tax incentives to a commercial real estate developer, provided the developer covenants to pass through to tenants, on a prorate basis, the benefit of the incentive award.

### **Background**

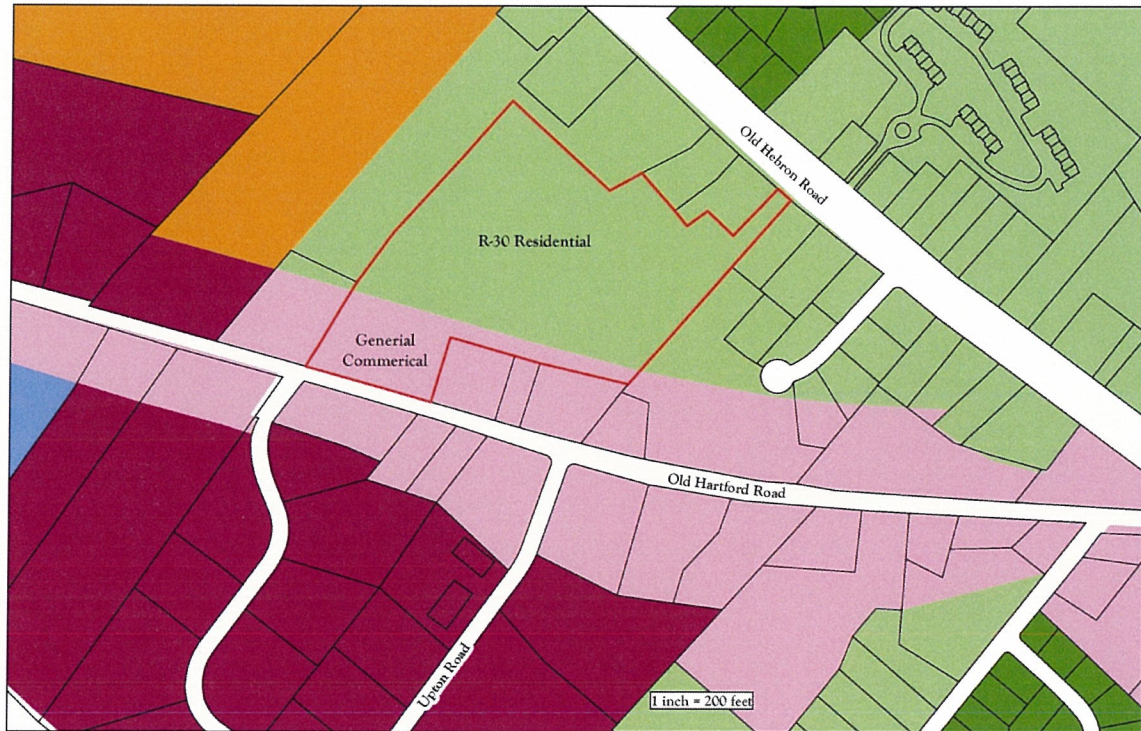
The Colchester Sports Complex (CSC) is proposed to be a 152,000 square foot indoor sports facility that will include 4 indoor turf fields, a full Olympic style track and field facility and accessory concession, restaurant and sports equipment retail/service operations. The property is projected cost in excess of \$10,000,000 to complete.

The facility is projected to generate 15 full time positions and 33 part time positions. The facility is projected to attract 750,000 patrons annually and is projected to generate approximately \$3,000,000 annually in total sales by the fifth year of operation.

The project is to be located at 175 Old Hebron Road although the entrance is projected to be on Old Hartford Road. The property is 13.67 acres in size and is currently vacant. The property is currently appraised at \$110,400.



The property is situated between two arterial roadways. The property is zoned commercial on the Old Hartford Road side (south) and residential on the Old Hebron Road frontage (north). The project will require zoning approval as well as agreement on service from the Water and Sewer Department. The property also will utilize frontage that requires approval from the State Department of Transportation.



### **Findings**

- The CSC is projected to cost in excess of \$10 million to complete.
- The project meets the intent of the CTIP program as it provides economic activity, jobs and also direct and indirect benefit to both residents and businesses in the Town.
- The project addresses a local and regional need for more athletic facilities. On the local side, the need for additional soccer fields has been raised for many years. There are only a two indoor track and field facilities in the region and are not readily accessible and require significant travel expense. On a regional scale, the trend toward travel squad tournaments has resulted in a need for large indoor facilities that have multiple fields and warmup/training areas.

- Need for incentives – the project involves a large financial commitment that will require significant financing. In addition the project’s fiscal projection identifies a net loss for three years following the projects opening. The incentives proposed for the this project provides a cash flow relief needed during the initial three year period to off-set some of the expected losses. In addition the ability to attract project financing will be improved if the incentives are provided.
- Potential for new job creation – the project application identifies that the sports center will directly create 48 jobs. In addition the project has the potential to create jobs in the food service, retail and other sectors of the local economy.
- Providing a product, need or service to the local community. As discussed the project will provide additional ball field capacity in areas of identified need. The town has long been unable to full provide service to all reach
- Appropriateness of the business to its proposed location – the property is slated to be located with direct access on an arterial roadway close to the town center and close to access points of Rte. 2, a limited access roadway. The project is also in direct proximity to the Towns recreational complex.
- Possibility for the business to spawn other new businesses – As noted the facility will provide significant and broad opportunities for other businesses to spawn ranging from retail to service industries. If these projections prove accurate it is also not out of the range of possibilities for larger projects to be marketable that are currently not. For example this facility intends to attract teams from throughout the region and through-out New England. If that occurs it is not out of the question that lodging might be required and a hotel developed to address that need.
- Planned use by the business of other Colchester vendors – as noted above the project will spawn significant opportunities for off-site vendors and businesses. Colchester businesses in the food service, retail and miscellaneous service sectors will see immediate impacts in their businesses once the project is completed
- Compatibility of the project with the environment and town resources – the property will have no impact on natural resources. The property will not impact wetlands or other natural resources



- Contribution to the Town's infrastructure, including roads and utilities – The project will require municipal water and sewer service and as such contributes significant user fees to the town. The project will derive access entirely from State maintained roadways.
- Net gain provided to the Town tax base – the Town's tax base will see significant improvement from this project. The applicant has identified that the Town might receive an additional \$840,000 over the initial 10 year period from this project but the return might be greater given all of the indirect benefits accruing to other businesses should the sports center attract the number of clients projected. In addition the project will provide relief to the school board as travel to utilize track and field facilities will be eliminated.
- Improvement or renovation to historic structures – not applicable

The members of the Commission may award tax incentives to a commercial real estate developer, provided the developer covenants to pass through to tenants, on a prorated basis, the benefit of the incentive award.

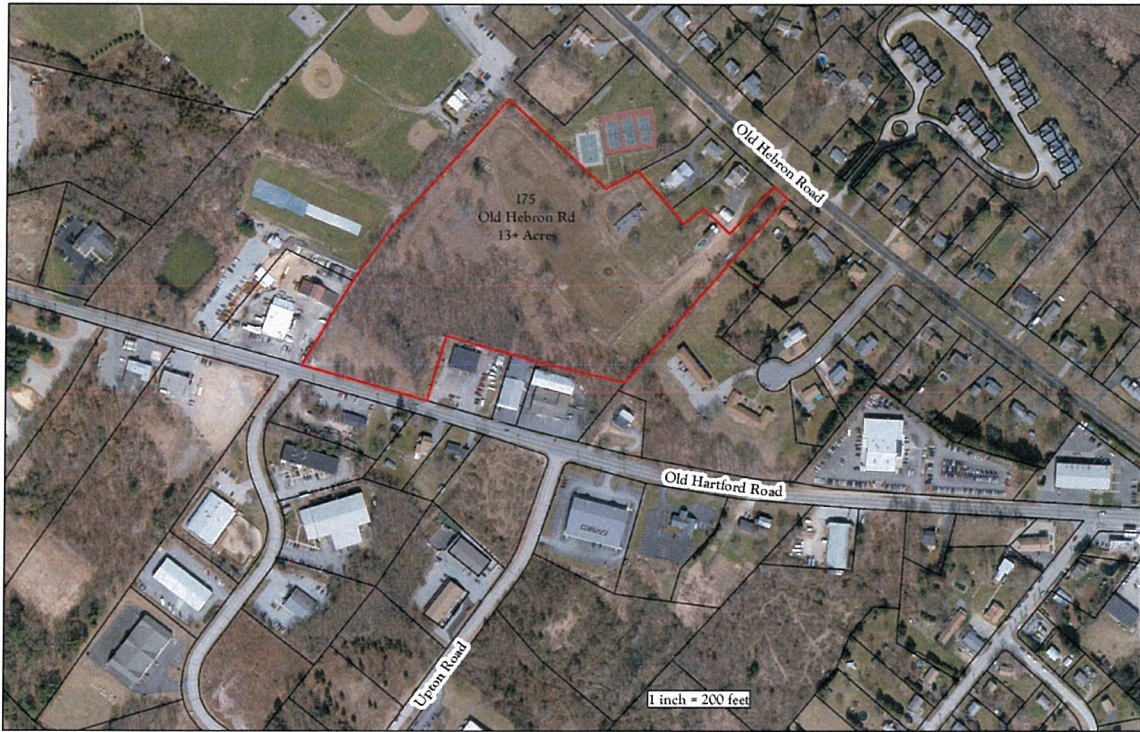
**Recommendation:**

*We recommend that the Board of Selectman favorably view the Colchester Sports Complex and promptly schedule a Town Meeting for its consideration by residents. We recommend that the CTIP abatement be as follows:*

*100% of tax over the current base for a period of four years from the time certificate of occupancy is given. This is projected to provide approximately \$210,000 annually in tax relief and \$840,000 abatement in total. Following the initial four year period, we recommend a 75% abatement for years 5 and 6. This is projected to provide approximately \$157,500 annually in tax relief and \$315,000 abatement in total during year 5 and 6. Finally we recommend a 50% abatement for year 7. This is projected to provide approximately \$52,000 in tax relief. Total abatement proposed under the scenario presented is \$1,260,000. Total taxes to be paid on the initial seven year period is approximately \$210,000. Specific amounts are identified in the following table.*

Year	Taxable Value	Abatement	Tax Abated	Tax Paid (\$)	Total Abated(\$)	Total Paid (\$)
1	7,000,000	100%	210,000	0	210,000	0
2	7,000,000	100%	210,000	0	420,000	0
3	7,000,000	100%	210,000	0	630,000	0
4	7,000,000	100%	210,000	0	840,000	0
5	7,000,000	75%	157,500	52,500	997,500	52,500
6	7,000,000	75%	157,500	52,500	1,155,000	105,000
7	7,000,000	50%	105,000	105,000	1,260,000	210,000

- The project is assumed to have an assessed value of \$10,000,000 and an assessed value of \$7,000,000. The mil rate is assumed to be constant at 30.



To: Board of Selectman Members  
From: Planning Staff  
Re: Tonys Junkyard  
Date: July 29, 2014

### Memorandum

For several years the Town has been attempting to work with the owner of Tony's junkyard to clean up the site. The site is located directly adjacent to the airline trail and the Judd Brook and contained over 1,000 vehicles as well as associated batteries. As the site was opened in the early 1960's these items were in various states of decomposition and disrepair. And as the site was opened in the 1950's the items were not stored with much regard to current safe environmental practices. There had been no effort to clean up the property in many years.

In late 2011, the Planning and Zoning Department began to discuss clean up options with the property owner. As, the junkyard property had a significant amount of cars, junk and debris located within the wetlands, brook and the associated upland review area; it was technically in non-compliance with the towns wetland regulations request.

For the next few years various efforts were made to permit and clean up the site. These efforts included significant field work completed by staff as well as extensive remediation effort from the staff and property owner. A permit was granted by the Wetland Commission in mid-2013 and in early 2014 work began in earnest. An estimated – cars, trucks, buses, fire engines and other vehicles were removed from the site.

While the majority of the vehicles, junk and debris previously located within the regulated areas, as well as much of the upland areas have been removed more remains to be done. These items regard removal of tires, grading and other issues regarding site drainage and access.

Staff will make a short presentation on the status of the clean-up.









Resident Trooper Supervisor  
Sgt. Joe Mercer #176

# State of Connecticut



Colchester Police

## Connecticut State Police Colchester Resident Troopers' Office

### Colchester Police Department Equipment purchase request; budget transfer request

In an effort to modernize the patrol response capabilities of Colchester Police Officers in regards to "active shooter" incidents, the below equipment is requested to be purchased from funds obtained through the sale of the Police Department's "DARE" Corvette in the fiscal year 2013/2014. The sale of the vehicle generated \$25,500 in revenue, which has been deposited into the town's "Vehicle Reserve" fund. I request that these funds be transferred to the town's "Equipment Reserve" fund for expenditure (please note that this transfer and expenditure would be listed as a FY 2013/14 transaction, as that is when the funds were generated) on the following items, which will be utilized to establish a much needed "Active Shooter Response Kit" for each officer:

- 8 Stag Arms .223 cal. Patrol Rifles (P.D. currently has only 3 rifles)
- 11 AR500 Armor OPII plate carriers and magazine storage (includes level IV armor plates)
- 11 Individual First Aid/trauma kits (for emergency casualty treatment)
- 13 Aimpoint PRO rifle optics
- 14 Streamlight STRION rechargeable patrol flashlights
- 14 Streamlight TLR-1 weapon mounted lights

The above items will serve to ensure that all of the Colchester police officers are equipped to respond to emergency situations in town with equipment that has become the standard in modern law enforcement. All officers are presently trained in "active shooter" response and utilize similar equipment in training, but these life-saving items are presently not available to them in the event of a real-world situation. The purchase of this equipment will help ensure the safety of the citizens of Colchester, as well as our first responders.

The Colchester Police currently have 3 Patrol rifles which are not equipped with modern optics and utilize iron sights only. The purchase of the additional rifles will equip each officer with a standard issue patrol rifle for deployment at emergencies. The patrol rifles are user-specific in that each is sighted-in to a specific user to ensure accuracy. The plate carriers provide each officer with a higher level of ballistic protection to include rifle rounds, which would easily defeat standard issue soft body armor worn on routine patrol. In addition, the plate carriers come with an IFAK (Individual First Aid Kit), which would allow police officers to provide emergency trauma care to victims, vastly increasing the likelihood of survival. The IFAK also would allow officers to treat themselves (as trained), increasing the officers' likelihood of survival if injured.

The cost of the items requested is approximately \$25,000 (total cost will likely be less with volume discounts from vendors). The items proposed have a lengthy usable life (10-20 years+) and would not require replacement for many years to come.

I would be glad to provide itemized price quotes for these items if needed. I would also be glad to attend any meetings of the Board of Selectmen or Board of Finance to answer any questions regarding this request.

Respectfully,

Sergeant Joe Mercer #176  
Colchester Resident State Police Sergeant

127 Norwich Avenue  
Colchester, Connecticut 06415  
Phone (860) 537-7270  
FAX (860) 537-7252

# Strohman Enterprise

Strohman Enterprise  
 5612 Olde Hartley Way  
 Glen Allen, VA 23060

(804)477-3578  
 joe@sedirect.net  
 http://www.strohmanenterprise.com

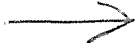
## Estimate

Date	Estimate No.
02/07/2014	3889
Exp. Date	

Address

Tim Edwards  
 Colchester PD  
 127 Norwich Ave  
 Colchester, CT 06415

Service	Activity	Quantity	Rate	Amount
Aimpoint:PRO	<ul style="list-style-type: none"> <li>• 12841 Aimpoint PRO</li> <li>• No charge for shipping.</li> </ul>	13	370.00	4,810.00
Streamlight	<ul style="list-style-type: none"> <li>• TLR 1HL</li> </ul>	15	115.30	1,729.50
Streamlight	<ul style="list-style-type: none"> <li>• TLR long gun remote switch</li> </ul>	15	27.15	407.25
Streamlight	<ul style="list-style-type: none"> <li>• TLR Batt Door/Switch</li> </ul>	15	34.30	514.50
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>⑧ Stag Rifles @ 1060 each                              \$8,480 (Complete with slings)</p> <p>④ slings → adapter @ \$40 each                              160</p> <p style="text-align: right;">                                 8480                                  160                                  -----                                  \$8,640 Total                             </p> </div> <div style="width: 45%;"> <p>Rifles + Supplies \$8,640</p> <p>Optics + Lights \$7,461.25</p> <hr style="border: 0.5px solid black;"/> <p>Total                              \$16,101.25</p> </div> </div>				
<b>Total</b>				<b>\$7,461.25</b>



Accepted By \_\_\_\_\_

Accepted Date \_\_\_\_\_

# STAG ARMS LLC

515 John Downey Dr.  
New Britain, CT 06051  
p. 860-229-9994

# Quote

Date	Estimate #
2/14/2014	568

Name / Address
colchester police dept. Cyril Green

Rep
NFD

Item	Description	Qty	Cost	Total
Model 2T (5.56 cal)	Right-handed Stag 15 with Samson STAR-C Quad Rail and ARMS #40L Rear Flip Sight S/N	8	900.00	7,200.00
<del>Chrome-bolt-carrie...</del>	<del>#UPGRADE# Chrome-bolt-carrier-assy</del>	<del>8</del>	<del>30.00</del>	<del>240.00</del>
Rifle Plus Package	Rifle Plus Package	8	90.00	720.00
Blackhawk Storm ...	Blackhawk Storm Sling (70GS12BK)	12 <del>X</del>	30.00	360 <del>330.00</del>
Misc. Inventory Part	ambi single point sling adapter	12 <del>X</del>	10.00	120 <del>30.00</del>
Shipping & Handl...	Shipping and Handling (FREE LE/MIL SHIPPING)		0.00	0.00
cgreen_broken@hotmail.com				
			<b>Total</b>	\$8,520.00

*\$ 8,640*



AR500 ARMOR

### AR500 Armor

2730 E. Jones Ave Ste 104  
Phoenix, AZ 85040

Phone # 602.501.9607

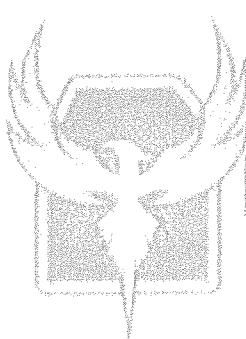

accounting@ar500armor.com  
www.ar500armor.com

Estimate

Date	Estimate #
2/27/2014	1086

Name / Address
Colchester Police Department OFC Craig Scheel craig.scheel@gmail.com

Project

Description	Qty	Cost	Total
OPII Plate Carrier - Blk	11	79.00	869.00
10x12 ASC Curve Plates with Line-x Buildup	22	110.00	2,420.00
6x8 Flat with Line-x Buildup	22	37.50	825.00
MA27:Triple Open-Top M4 Mag Pouch	11	20.00	220.00
EPIK IFAK Pouch - Black Standard	11	79.00	869.00
LEO Discount		-563.53	-563.53
Approx - Shipping and Handling		120.00	120.00
 			
		<b>Total</b>	<b>\$4,759.47</b>

Customer Signature \_\_\_\_\_



# AAA POLICE SUPPLY

940 PROVIDENCE HIGHWAY (RT 1)  
DEDHAM, MA 02026-6806  
PHONE: (781) 326-8845  
FAX: (781) 326-3963



FAXFAXFAXFAXFAXFAXFAXFAXFAXFAXFAX

DATE 02/27/14 NUMBER OF PAGES (INCLUDING COVER) 1  
TO COLCHESTER P.D ATTENTION TIM EDWARDS

EMMIE FAX# T EDWARDS @ COLCHESTER CT ORG PHONE# 860-537-7270 OFFICE  
860-334-0719 CELL  
FROM Tim SUBJECT Stream Light Quote

			Total
15- TLR HL 69260	\$107.95		11019.25
15 - Remote Proximity Switch Plug Straight 69135	\$22.95		344.25
15 - Remote Door Switch Assy 69130	\$27.95		419.25
15 - Stream HL w/o charger 74750	\$68.95		
15 - Stream HL w/AC+DC ONE BAY 74501	\$92.75		1391.25
15 - Stream HL w/12V DC 74754	\$88.95		
Stream 6 BAY CHARGER 74400	\$20.95		201.95

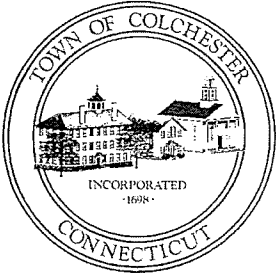
Free SHIPPING ON ABOVE ORDER

written on order complete

- (15) Flashlight + Rifle Lights w/remotes \$3,975.95
- (13) - Aiming PRO from Strohmman (order) 4,810.<sup>00</sup>
- (12) ?? Plate carriers ?? \$5,000<sup>00</sup> approx
- (8) Rifles /mags /accessories 11,700 approx

\$25,486 approx

~ Established 1955 ~



# *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:** 07/25/14

**Re:** Execution of Grant Contract with Senior Resources Agency on Aging

---

Grant funding in the amount of \$20,908.00 has been awarded for the 2014-15 Fiscal Year (beginning October, 1, 2014) to fund the Making Memories Program at the Colchester Senior Center. There are two copies of the contract, enclosed, which need to be signed. I need to return one copy to Senior Resources Agency on Aging by Friday, August 29, 2014.

### **Recommended Motion**

Motion to approve the FY 2014-2015 Making Memories Grant and authorize the First Selectman to sign all necessary documents.

Respectfully Submitted,

*Patricia A. Watts*

Patricia A. Watts  
Director of Senior Services/Municipal Agent



**NOTIFICATION OF AWARD**

1. LEGAL APPLICANT/RECIPIENT  
 Name: Colchester Senior Center  
 Address: 95 Norwich Avenue  
 Colchester, CT 06415  
 Contact: Patty Watts  
 Phone #: 860-537-3911

3. PROJECT NUMBER: **F-15-3**  
 4. Service Category: Health  
 Service: Therapeutic Activity  
 5. PROJECT PERIOD: **10/1/14 - 9/30/15**

6. TYPE OF ACTION  
 New Federal Year Award XX  
 Continued Award \_\_\_\_\_  
 Revision \_\_\_\_\_  
 Supplemental \_\_\_\_\_

7. TYPE OF CHANGE  
 Increase Dollars \_\_\_\_\_  
 Decrease Dollars \_\_\_\_\_  
 Increase Duration \_\_\_\_\_  
 Cancellation \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

8. FEDERAL FISCAL YEAR: 2015

9. YEARS OF OPERATION: 5

10. CONDITIONS/RECOMMENDATIONS  
 ATTACHED:  
 Yes \_\_\_\_\_ No X

11. REMARKS  
 A. Unless revised, the amount of this award will constitute a ceiling for federal participation in the approved cost.  
 B. The Federal share of a project cost is earned only when the cost is accrued and the non-federal share of the cost has been contributed. Receipt of Federal funds does not constitute earning of these funds.

This award is a reimbursement based grant. Payments will be based on invoices submitted to Senior Resources Agency on Aging. All invoices will be compared to the Management Information System (MIS). When a discrepancy exists, MIS statistics will be used.

**This award is for a maximum of: 3,500 units of therapeutic activity at \$5.97 per unit.**

**THE TOTAL AWARD IS BASED ON THE NUMBER OF UNITS TIMES THE UNIT COST.**

2. FUNDING LEVELS

Total Program Cost:	\$31,191.00	
Client Donations:	\$1,000.00	
Other Cash:	\$1,000.00	
<b>NET COST:</b>	<b>\$29,191.00</b>	100%
Less Match		
Non-Federal Cash:	\$6,514.00	22.32%
Non-Federal In Kind:	\$1,782.00	6.10%
<b>TITLE III</b>	<b>\$20,895.00</b>	71.58%

Name/Title of Authorizing Official: Joan Wessell, Executive Director

Signature of Authorizing Official: *Joan Wessell*

Date: 7/21/14

Contract No.: F-15-3

**Eastern Connecticut Area Agency on Aging, Inc.  
(dba Senior Resources Agency on Aging)  
Services for Aging Consumers**

This contract made this 1st day of October, 2014 by and between Senior Resources Agency on Aging, Inc. (hereafter called "Senior Resources") and the Colchester Senior Center, a corporation organized under the laws of the State of Connecticut, with a place of business at 95 Norwich Avenue Colchester, CT 06415 (hereinafter called "The Provider").

**PART I PROGRAM SPECIFICS**

WHEREAS, Senior Resources has been designated under the State Plan of the Connecticut Department of Social Services as the agency in Region III of Eastern Connecticut for the administration of federal, state and local matching funds to be used in the purchase of services to be provided by private and public agencies to eligible individuals under Title III, Part B of the Older American Act of 1965, as amended, and

WHEREAS, the Provider is an agency qualified to perform such services for individuals determined by Senior Resources and the Provider to be eligible for such services;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements herein contained the parties hereto do hereby agree as follows:

**A. Effective Date; Program Period**

1. Effective Date: This agreement and the obligations of the parties hereunder shall become effective on the 1st day of October 2014, or on the date of approval of this Agreement by the Board of Directors of Senior Resources whichever is later (Hereinafter called the "Commencement Date").
2. Program Period: The services (as herein defined) to be provided to eligible individuals in accordance with this Agreement shall be provided during a period beginning on the Commencement Date and ending on the 30th day of September 2015, (the said period being hereinafter called "Program Period"). This Agreement may be terminated in accordance with the terms of this Agreement.

**B. Services to be Performed by the Provider; Determination of Eligibility**

1. The Provider agrees that during the Program Period the Provider will provide the following services to individuals determined to be eligible for such services:

**Therapeutic Activity**

The above listed service (hereinafter collectively called the "services") is more fully defined in the funded proposal, a copy of which is on file and is incorporated



by reference herein.

2. The determination of each individual's eligibility for services is the responsibility of the Provider in conformance with the criteria defined in the proposal and policy manual of the Senior Resources on Aging.

C. Purchase of Services; Payments to Provider; Limitations on Purchase and Payments

1. Subject to Provider's compliance with the terms and conditions of this Agreement, and for services provided to eligible individuals, Senior Resources shall purchase Units of Service up to, but not in excess of, the maximum number specified below for each Service at the rate per Unit for such Service determined by Senior Resources and the Provider. Senior Resources agrees to purchase up to the following Units of the following Services at the following rate:

<b>Service</b>	<b>Maximum Number of Units</b>	<b>Rate Per Unit</b>
Therapeutic Activity	3,500	\$5.97

2. Upon the submission by the Provider of invoices, Senior Resources shall pay over to the Provider an amount determined to be due the Provider in accordance with established invoicing procedures.
3. Notwithstanding the obligations of Senior Resources to purchase services from the Provider, it is understood and agreed that a maximum total payment of Twenty Thousand Eight Hundred Ninety-Five Dollars (\$20,895.00) (hereinafter called the "Maximum Payment") will be made for all services to be provided hereunder.

D. Record Keeping and Access

1. The Provider shall establish and maintain such documents and financial and program records as are required by Senior Resources to insure documentation, monitoring and evaluation of financial activities and the provision of purchased services. In addition, the Provider shall prepare and submit monthly performance records; and, upon request of Senior Resources such programmatic, fiscal and administrative data as Senior Resources reasonably deems necessary for the monitoring and evaluation of such activities and services and to substantiate Senior Resources claim for reimbursement from the Connecticut Department of Social Services.
2. Within forty-five (45) calendar days after the termination of this Agreement, the Provider shall submit to Senior Resources an Income and Expense Statement which reflects the Program Period.
3. All financial, program and other books, records, documents and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the United States Department of Health and Human Services,

the Connecticut Department of Social Services, Senior Resources, or their authorized representatives, who shall at all reasonable times have access to the premises wherein such books, records, documents and property are located. The Provider shall retain all such books, records and documents for three (3) years after completion and submission of annual audit.

4. The Provider shall keep all funds received from Senior Resources pursuant to this Agreement in an identified bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement.
5. The Provider shall provide to Senior Resources such additional data as Senior Resources reasonably may require to permit it to monitor performance of this Agreement at a level sufficient to ensure appropriate fiscal, programmatic reports, administration, accountability and program provision and quality.

#### E. Confidentiality

1. All records and other information maintained by the Provider about persons receiving services under this Agreement are confidential and shall be protected by the Provider from unauthorized disclosure.
2. Nothing in Section F shall affect the requirement or provisions of Sections G and H.

#### F. Information System

The Provider shall participate in the Management Information System as required and shall furnish to Senior Resources any additional information as may be necessary to allow Senior Resources to monitor the Provider's performance under this Agreement.

#### G. Maintenance of Records

1. The Provider shall prepare and maintain and shall retain for a period of three (3) years, or such longer period as any applicable licensing standards may require, following completion of performance under this Agreement, the following:
  - a. Such data as are necessary to satisfy applicable reporting requirements of Senior Resources and, if payment hereunder is on a cost reimbursement basis, financial books and records which reflect costs incurred in and allocated to performing the services covered by this Agreement. These books and records will be maintained in accordance with generally accepted accounting principles.
  - b. Personnel Policies
  - c. Personnel Records

#### H. Non-Discrimination in Service Delivery

1. The Provider shall not deny any services to or otherwise discriminate in the

delivery of services against any person who otherwise meets the eligibility criteria for the program as determined by the Senior Resources on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental handicap.

The Provider shall comply with all applicable provisions of:

- (a) Title VI of the Civil Rights Act of 1965 (42 USC 2000d et seq.) prohibits discrimination on the bases of race, color or national origin, and
- (b) Section 504 of the Rehabilitation Act of 1973, (29 USC 794) and the regulations promulgated hereunder, (45 CFR Part 84) prohibits discrimination against qualified handicapped individuals on the basis of handicap in any program or activity receiving or benefiting from federal financial assistance and require programs and activities, when viewed in their entirety, to be readily accessible to handicapped persons.

I. Conditions on Performance of Services

The services to be performed by the Provider shall be performed in accordance with this Agreement. The Provider further agrees to provide services related to the Area Plan of Senior Resources and the goals and objectives set forth therein, with the Provider's Proposal with Title III of the Older Americans Act of 1965, as amended and all regulations promulgated hereunder including, but not limited to, those applicable regulations set out in 45 CFR Part 74 and with all applicable federal and state laws, regulations, orders and guidelines governing the performance of the services hereunder, including, but not limited to, the Policy Manual of Senior Resources. The Provider further agrees it has read the foregoing specified regulations.

J. Termination

1. Either party may terminate this Agreement without cause upon provision of written notice to the other at least ten (10) calendar days prior to the effective date of the contract.
2. If Senior Resources determines that any non-compliance with the terms of this Agreement on the part of the Provider endangers the life, health and safety of any recipients of Services, it may terminate this Agreement by verbal notification to be followed by written notification, (return receipt requested) setting forth the specified reasons for termination. The written notification will be submitted within three (3) business days following the verbal notification.
3. Senior Resources may terminate this Agreement, for reasons other than those constituting a non-compliance that endangers the life, health and safety of the recipients of service, if the Provider has failed to comply with the provision of this Agreement, in whole or in part. However, before terminating this Agreement pursuant to this subsection, Senior Resources shall notify the Provider, in writing, of the specific areas of non-compliance. The Provider shall restore compliance within thirty (30) calendar days of the date of the notice. If the Provider has not restored compliance within the thirty (30) calendar day period, Senior Resources may terminate this Agreement by furnishing the Provider with written notice at

least thirty (30) calendar days prior to the effective date of termination.

4. The Provider may terminate this Agreement prior to its Agency's failure to comply with a material provision of this Agreement. The Provider shall furnish Senior Resources Agency on Aging with written notice of termination at least thirty (30) calendar days prior to the effective date of termination.

#### K. Obligations Upon Termination

1. Upon termination, all finished and unfinished documents, data, studies and reports, prepared by the Provider pursuant to this Agreement, shall become the property of Senior Resources Agency on Aging.
2. Upon termination, the Provider shall be entitled to payments for Services rendered in the satisfactory performance of this Agreement, provided that the Provider shall submit properly completed invoices to Senior Resources Agency on Aging no later than forty-five (45) calendar days after the date of termination.

#### L. Reclamation

Senior Resources Agency on Aging may reclaim, upon the expiration or termination of this Agreement, the cost of equipment which is in part or fully reimbursed by funds pursuant to this Agreement and which has a useful life of more than one (1) year and a cost in excess of one thousand (\$1,000.00) dollars.

#### M. Assignment and Subcontract

The Provider shall not assign or subcontract any interest in this Agreement without prior written consent of Senior Resources Agency on Aging, provided that, claims for money due or to become due to the Provider from Senior Resources Agency on Aging under this Agreement may be assigned to a bank, trust company or other financial institution without such consent and that notice of any such assignment is furnished promptly to Senior Resources Agency on Aging. None of the Services to be provided by the Provider pursuant to this Agreement shall be subcontracted to any other organization, association, individual, partnership or group of individuals without the prior written consent of Senior Resources Agency on Aging.

#### N. Amendment

This Agreement may be amended, waived or discharged by the mutual consent of both parties at any time during its term. Amendments to this Agreement shall be in writing, signed by persons authorized to bind in contract Senior Resources Agency on Aging and the Provider. All amendments must be attached to this Agreement.

#### O. Miscellaneous

1. The Provider shall not knowingly employ, compensate or arrange to compensate any employee of Senior Resources Agency on Aging during the term of this Agreement without the prior consent of Senior Resources Agency on Aging.
2. Senior Resources Agency on Aging assumes no liability for the actions of the

Provider under this Agreement. Senior Resources Agency on Aging and Provider intend to create by this agreement the relationship of independent contractor and not an employer and employee or principal and agent relationship. Neither the Provider and its employees, nor Senior Resources Agency on Aging and its employees, are to be considered employees of or agents of the other party to this agreement.

3. This Agreement is subject to the availability of state and federal funds.
4. The Provider agrees to administer this Agreement in accordance with regulations, policies and procedures prescribed by federal, state and/or Senior Resources Agency on Aging guidelines.
5. Unless otherwise specified herein, any notice, approval, request or demand hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a United States mail box in a postage prepaid envelope addressed to the other.
6. Waiver by either party of any non-compliance shall not constitute a waiver of any subsequent non-compliance.
7. This Agreement constitutes the entire agreement and understanding between parties and supersedes all prior agreements and understandings relating hereto.
8. Excusable causes of Non-Performance. In the event that the Provider is rendered unable wholly or in part by a Force Majeure as defined herein to carry out its obligation under this agreement, it is agreed that on notice to Senior Resources Agency on Aging setting forth the particulars of such Force Majeure, in writing the obligation of the provider to the extent affected by such Force Majeure shall be suspended during the continuance of any inability so caused, but for no longer period and such cause shall as far as possible be remedied with all reasonable dispatch. The term Force Majeure as employed herein shall mean acts of God, riots, embargoes, wars, blockades, insurrections, strikes and work stoppages, fires, snow, ice, floods, wind, governmental orders or regulations, accidents and other contingencies beyond the reasonable control of the Provider and which by the exercise of due diligence the Provider is unable to prevent or overcome.

## PART II MANDATORY TERMS AND CONDITIONS

### A. IDENTIFICATION OF FUNDING SOURCE

The Recipient will identify the source of funding for this project in all publicity, including all materials published about the project. The following sentence may be used for this purpose. "This program is supported by the Senior Resources – Agency on Aging with Title III funds made available under the Older Americans Act."

### B. OLDER AMERICANS ACT

The undersigned hereby agrees to comply with the Older Americans Act of 1965, as amended all requirements imposed by the applicable HHS regulations and all guideline issued pursuant thereto.

As a condition of receipt of funds under this Act, each provider shall assure that they will:

1. Provide the Agency on Aging, in a timely manner, statistical and other information which the Agency requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State and/or Federal funding sources;
2. Afford older persons the opportunity to contribute for all or part of the costs of the project's services. The Contractor is accountable to Senior Resources for income generated by AAA supported activities. Records of the receipt and disposition of program income must be maintained by the Contractor in the same manner as required for the AAA funds that gave rise to the income. Such income is subject to disposition and use at the option of Senior Resources;
3. Protect the privacy of each older person with respect to his or her contributions;
4. Establish appropriate procedures to safeguard and account for all contributions;
5. Not deny any older person a service because the older person will not or cannot contribute to the cost of the service;
6. With the consent of the older person or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person or the household of the older person in imminent danger;
7. Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies;
8. Assist participants in taking advantage of benefits under other programs;
9. Assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services; and
10. Assure that the proposed project intends to satisfy the service needs of older persons with severe disabilities; those living in rural areas; those with greatest economic need; those with greatest social need; those with Alzheimer's disease and related disorders; and those with limited English proficiency.



C. COST STANDARDS

The Contractor shall comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management, as may be amended from time to time. The Cost Standards are published by OPM on the web at [http://www.opm.state.ct.us/finance/pos\\_standards/coststandards.htm](http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm).

D. AUDIT REQUIREMENTS

The Contractor shall provide for an annual financial audit for funds awarded to the Contractor. The Contractor will comply with federal and state single audit standards as applicable. Each recipient must have an audit done at the end of the first year. Thereafter, audits usually are made annually, but must be done at least once every two years. If bi-annual audits are to be conducted, the audit must cover at least to the last audit. Audits must be performed on an organization wide basis, with appropriate testing of grant related transactions. Audits must be conducted according to the federal requirements noted in OMB Circular A-122 for cost principles for non-profits and OMB Circular A-133 for state, local government, and non-profits organizations.

E. CARRYOVER FUNDS

Unused funds are not carried over from one project year to the next.

F. VERIFICATION OF NON-FEDERAL MATCH

Verification of the non-federal match by means of in-kind vouchers or other documentation will be reviewed during assessments or periodic reviews. Verification of the total amount for the project year must be available for audit purposes within forty-five (45) calendar days after the close of the project year.

G. REPORTING REQUIREMENTS AND MONITORING

Monthly financial reports required by Senior Resources must be received by the 15<sup>th</sup> of the following month. Participation in the statewide Management Information System (MIS) is required. MIS monthly forms are due by the 15<sup>th</sup> of the following month. Senior Resources will reimburse based on current MIS statistics.

The Contractor will submit required reports by the designated due dates. Senior Resources reserves the right to withhold payments for services performed under this contract if Senior Resources has not received acceptable progress reports, statistical reports, expenditure reports, refunds and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with Senior Resources.

The Provider shall establish and maintain such documents and financial and program records as are required by Senior Resources to insure documentation, monitoring and evaluation of financial activities and the provision of purchased services. In addition, the Provider shall prepare and submit monthly performance records; and, upon request of Senior Resources such programmatic, fiscal and administrative data as Senior Resources reasonably deems necessary for the monitoring and evaluation of such activities and services and to substantiate Senior Resources claim for reimbursement from the Connecticut Department of Social Services.

A report evaluating the goals of the program and explaining the ongoing and completed activities of outreach to the chosen target populations is due on or before April 15<sup>th</sup> (mid year) and on or before October 15<sup>th</sup> (year end).

Within forty-five (45) calendar days after the termination of this Agreement, the Provider shall submit to Senior Resources an Income and Expense Statement which reflects the Program Period.

All financial, program and other books, records, documents and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the United States Department of Health and Human Services, the Connecticut Department of Social Services, Senior Resources, or their authorized representatives, who shall at all reasonable times have access to the premises wherein such books, records, documents and property are located. The Provider shall retain all such books, records and documents for three (3) years after completion and submission of annual audit.

The Provider shall keep all funds received from Senior Resources pursuant to this Agreement in an identified bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement.

The Provider shall provide to Senior Resources such additional data as Senior Resources reasonably may require to permit it to monitor performance of this Agreement at a level sufficient to ensure appropriate fiscal, administration, accountability and program quality.

H. PROHIBITED INTEREST

The Contractor warrants that no state or federal funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence any officer or employee of Senior Resources or any state or federal agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

I. OFFERS OF GRATUITIES

By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of Senior Resources or the State of Connecticut has or will benefit financially or materially from this contract. Senior Resources may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.

J. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federal or state appropriated funds were paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of



Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal or state appropriated funds were paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the Contractor will complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The Contractor will include the language of this certification in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and requires that all sub recipients certify and disclose accordingly.

**K. SUSPENSION OR DEBARMENT**

Signature of this contract certifies the Contractor or person (including subcontractors) involved in the administration of Federal or State funds:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or Local);
2. Within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the above offenses;
4. Has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to Senior Resources – Agency on Aging.

**L. FACILITY STANDARDS AND LICENSING COMPLIANCE**

The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise prohibited by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

**M. NON-DISCRIMINATION**

The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:

(1) Who are active in the daily affairs of the enterprise,

(2) who have the power to direct the management and policies of the enterprise and

(3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and

“good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) the Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

(h)The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is

(1) a political subdivision of the state, including, but not limited to, a municipality,

(2) a quasi-public agency, as defined in C.G.S. § 1-120,

(3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267,

(4) the federal government,

(5) a foreign government, or

(6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

#### N. STATUTORY AND REGULATORY COMPLIANCE

##### 1. REHABILITATION ACT OF 1973

The Contractor will comply with section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794) all requirements imposed by the applicable Health and Human Services regulation (45 C.F.R. Part 84) and all guidelines and interpretations issued.

##### 2. HIPAA REQUIREMENTS

The Contractor will safeguard the use, publication and disclosure of information on all individuals who receive services under the contract in accordance with all applicable federal and state laws regarding confidentiality, which includes but is not limited to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C and E.

3. AMERICANS WITH DISABILITIES ACT OF 1990.

The Contractor will comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. As applicable, the Contractor agrees to abide by provisions of § 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

O. CERTIFICATION OF A DRUG FREE WORKPLACE

The Contractor will comply with the Drug-Free Workplace Act of 1988 in matters relating to providing a drug-free work place. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of such prohibition;
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - The dangers of drug abuse in the work place.
  - The person's or organization's policy of maintaining a drug-free workplace,
  - Any availability of counseling, rehabilitation and employee assistance programs, and
  - Penalties that may be imposed upon employees for drug abuse violations.
  - Provide that every employee who works on the proposed contract or grant:
    - Will receive a copy of the company's drug-free policy statement, and
    - Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

P. NON-DISCRIMINATION REGARDING SEXUAL ORIENTATION

The Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United State or of the State of Connecticut. The Contractor also agrees to the following:

- Employees are treated, when employed, without regard to their sexual orientation;

- A notice stating the above will be posted in conspicuous places available to employees and applicants.
- To comply with the Connecticut General Statutes 46a-56.

Q. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. §§ 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.

R. PRIORITY HIRING

Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this section shall apply.

S. WHISTLEBLOWING

This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

T. CAMPAIGN CONTRIBUTION RESTRICTIONS

The Contractor will comply with Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

U. NON-SMOKING.

If the Contractor is an employer subject to the provisions of § 31-40q of the Connecticut General Statutes, the Contractor agrees to provide upon request a copy of its written rules concerning smoking.

V. EXECUTIVE ORDERS

(a) Executive Order No. 3: Nondiscrimination. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 16: Violence in the Workplace Prevention Policy. This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:

(1) Contractor shall prohibit employees from bringing into the work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow;

2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;

(3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the site;

(4) Contractor shall adopt the above prohibitions as work rules, violation of

which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules;

(5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

(c) Executive Order No. 17: Connecticut State Employment Service Listings. This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

(d) Executive Order No. 7C: Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:

(1) The State Contracting Standards Board ("Board") may review this Contract and recommend to the state contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.

(2) For purposes of this Section, "Contract" shall not include real property transactions involving less than a fee, simple interest, or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of



the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

- (e) Executive Order No. 14: Procurement of cleaning products and services. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

W. EMERGENCY PREPAREDNESS

The Contractor will have in place an Emergency Preparedness plan that shall include provisions for services covered by this Agreement. A copy of this plan shall be made available to Senior Resources upon request. Advising the status of an emergency to Senior Resources when it occurs.

ACCEPTANCE OF AWARD

An applicant offered a contract may accept or reject the offer within 45 calendar days of the date of issuance by returning this signed document or by rejecting the award in writing. If no correspondence indicating an acceptance or rejection is received within the 45 calendar day period, Senior Resources – Agency on Aging will consider the offer rescinded on the 46<sup>th</sup> day and will so notify the applicant in writing.

Non-compliance of any one or more of the above conditions may serve as justification for suspension or termination of financial support of the project by senior resources.

Senior Resources reserves the right to revise the funding amount downward at the end of the first six months if it is determined that the program is under spending and is projected to end the year with a balance.

This Agreement is to be construed in accordance with the laws of the State of Connecticut and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

This certifies that the accepting agency understands that it must administer this Agreement in compliance with all rules and regulations of the U. S. Department of Health and Human Services, the Connecticut Department of Social Services as well as Senior Resources Agency on Aging, Inc.

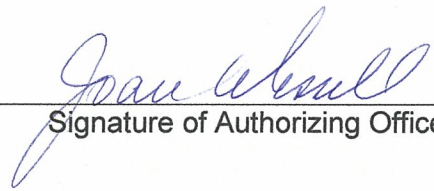
This further certifies that the accepting agency understands that no alterations of the terms specified in this document or within the Title III application as approved may be made without the prior approval of Senior Resources Agency on Aging, Inc.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Senior Resources Agency on Aging

Colchester Senior Center

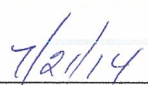
Name of Provider

  
Signature of Authorizing Officer

Signature of Authorizing Officer

Executive Director  
Title

Title

  
Date of Signature

Date of Signature



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

Date: July 22, 2014

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Contract with East River Energy – Unleaded Gasoline, Diesel Fuel  
and Heating Oil

Description

The attached contract allows the Town to purchase unleaded gasoline at a differential price per gallon of \$0.0018 per gallon (excluding taxes), diesel fuel at a differential price of \$0.0053 (excluding taxes) and heating oil at \$0.0124 (excluding taxes). The differential pricing is offered at the current State contract. At any point in time during the contract period, the Town may enter into a fixed price per gallon for the remaining gallons and remaining term of the contract.

Recommendation

Authorize First Selectman to sign the attached contract with East River Energy for the purchase of unleaded gasoline, diesel fuel and heating oil for the contract period of July 22, 2014 through June 30, 2015.



# East River Energy

· Premium Quality Fuel Oils · Natural Gas · Electricity · Bio Fuels · HVAC

July 24, 2014

Mr. Stan Soby  
First Selectman  
Mr. Jeffrey P. Mathieu  
Superintendent  
Town of Colchester &  
Colchester Public Schools  
127 Norwich Avenue  
Colchester, CT 06415

**REVISED**

Transmitted via Electronic Mail

Dear Mr. Soby & Mr. Mathieu:

East River Energy is pleased to confirm the following contract which has already been processed effective July 15, 2014, as per the electronic mail exchanged between Eva Gallupe of the Town of Colchester and Colleen Canestrari of East River Energy. This is in accordance with terms and conditions through the State of Connecticut contracts for fuel.

East River Energy shall supply and the Town of Colchester and the Colchester Public Schools shall purchase the following as listed below.

Product	Estimated Gallons	Contract Period	Differential Price Per Gallon Excluding Taxes
Clear Ultra Low Sulfur Diesel Fuel	88,533	7/1/14-6/30/2015	+\$0.0053
#2 Heating Oil	184,000	7/1/14-6/30/2015	+\$0.0124
Regular Unleaded Gasoline	32,000	7/1/14-6/30/2015	+\$0.0018

Please note that the differential for Clear Ultra Low Sulfur Diesel Fuel will be added to the Oil Price Daily New Haven Harbor Average posting, date of delivery, plus L.U.S.T. of \$0.0010 per gallon and the Federal Spill Fund Tax of \$0.0019 per gallon. The differential for #2 Heating Oil will be added to the OPIS New Haven Harbor Average posting, date of delivery, plus NORA of \$0.0020, L.U.S.T. of \$0.0010 per gallon and the Federal Spill Fund Recovery Tax of \$0.0019 per gallon. In addition, the differential for Regular Unleaded Gasoline will be added to the OPIS New Haven Harbor Average posting, date of delivery, plus the CT Gross Receipts Tax, L.U.S.T. of \$0.0010 per gallon and the Federal Spill Fund Recovery Tax of \$0.0017 per gallon.

The Town of Colchester and the Colchester Public Schools reserve the right to lock into a firm and fixed price with East River Energy at any point during the contract period.

East River Energy's payment terms are net 45 days.

Your Energy Partner  
401 Soundview Road · P.O. Box 388 · Guilford, CT 06437-0388  
203.453.1200 · 800.336.3762 · FAX: 203.453.3899  
[www.eastriverenergy.com](http://www.eastriverenergy.com)  
Est. 1984



# East River Energy

· Premium Quality Fuel Oils · Natural Gas · Electricity · Bio Fuels · HVAC

Please sign below where indicated, and return to my attention, via email or facsimile, immediately.

Thank you for your most valued business. I look forward to continuing our mutually rewarding relationship.

Sincerely,

Accepted by:

*Electronically Signed By*

Donald M. Herzog  
President & CEO

\_\_\_\_\_  
Mr. Stan Soby  
First Selectman  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Mr. Jeffry P. Mathieu  
Superintendent  
Dated: \_\_\_\_\_

Your Energy Partner

401 Soundview Road · P.O. Box 388 · Guilford, CT 06437-0388

203.453.1200 · 800.336.3762 · FAX: 203.453.3899

[www.eastriverenergy.com](http://www.eastriverenergy.com)

Est. 1984



Date: July 30, 2014

To: Board of Selectmen

From: Marc Tate 

Subject: First Selectman - Replacement Copier

#### Background

The FY 14/15 Town budget includes funding to replace the current copier located in the First Selectman's office which currently has a copier lease that is expiring.

The proposed lease is \$263 per month for 60 months, for a copier with network printer, scanner and fax machine capabilities. There is a per copy charge of \$0.005 for B&W and \$0.055 for color copies which includes all service, toner, staples and drum repair/replacement. The lease agreement includes a non-appropriation clause.

Quotes were obtained from multiple vendors.

#### Recommendation

Approve the lease of a new Canon copier with Ryan Business Systems, Inc. for the period September 1, 2014 through September 1, 2018 and authorize the First Selectman to sign all necessary documents.



SCHEDULE A TO LEASE AGREEMENT  
(EQUIPMENT DESCRIPTION)

Lease Application No.: 279124

QNT	Equipment Description	New/Used	Make	Model	Serial Number
-----	-----------------------	----------	------	-------	---------------

Location: 127 Norwich Ave, Ste 203, Colchester, CT 06415

1	Canon image RUNNER ADVANCED C5255 Copier System	New	canon	imageRUNNER ADVANCE	
---	---	-----	-------	---------------------	--

LESSEE: Town of Colchester

LEAF CAPITAL FUNDING, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_





**LEASE AGREEMENT**

1720A Crete Street, Moberly, MO 65270  
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: Town of Colchester		Tax ID# 066001598	Telephone No 8605377262
Billing Address 127 Norwich Ave, Ste 203, Colchester, CT 06415		Equipment Location (if other than Billing Address) 127 Norwich Ave, Ste 203, Colchester, CT 06415	
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A)			
Unit Quantity 1	Description of Equipment Leased Canon image RUNNER ADVANCED C5255 Copier System	Make and Type canon	Model Number imageRUNNER
BASE TERM IN MONTHS <u>60</u>	TOTAL NUMBER OF LEASE PAYMENTS <u>60 @ \$263.00</u> (plus taxes)	END OF LEASE PURCHASE OPTION	
		<input checked="" type="checkbox"/> Fair market value, plus taxes <input type="checkbox"/> 10% of Equipment cost, plus taxes <input type="checkbox"/> \$1.00, plus taxes	
		(FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	
		ADVANCE	
		(a) Advance Payment:	\$0.00
		(b) Security Deposit:	\$0.00
		(c) Documentation Fee:	\$95.00
		Total due a + b + c =:	\$95.00
**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.			

**TERMS AND CONDITIONS**

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments.
- DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. Unless you notify us otherwise in writing within 10 days of delivery, you unconditionally accept the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.
- INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
- LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.
- LATE FEES AND CHARGES:** If any amount is not paid within five (5) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.
- NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
- INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not

- provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.
- OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. For administrative purposes, unless we otherwise direct in writing, you will list Lessee as the owner of the Equipment for property tax purposes and file and pay when due any property taxes relating to the Equipment directly to the taxing authority and provide us with evidence of compliance. If we pay any taxes, fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
- DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
- ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
- ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
- CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
- CHOICE OF LAW:** THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
- MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. A fax of the Lease with fax signatures may be treated as an original and will be admissible as evidence. You will use the Equipment only for business purposes and not for personal, family or household use.

ACCEPTED BY LESSEE: Town of Colchester		Print Name: _____	Title: _____
X	Lessee Authorized Signature	E-Mail Address: _____	Date: _____
PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.			
SIGNED X _____		Print Name: _____	E-Mail Address: _____
Accepted by: LEAF Capital Funding, LLC By: _____		Title: _____	Date: _____ (LEASE 01 8.20.12)



## State and Local Government Addendum

Reference: Application No. 279124

This Addendum is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and Town of Colchester ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail.

**1. Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

**2. Nonappropriation of Funds.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement, then you will give us written notice and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available. Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur.

**3. Authority and Authorization.** You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

**4. Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

**5. Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

**6. Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

**7. Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

<b>CUSTOMER: Town of Colchester</b>	<b>LEAF CAPITAL FUNDING, LLC</b>
By: _____	By: _____
Print	Print
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____