



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting @ 7:00 PM
Thursday, November 6, 2014
Colchester Town Hall
Meeting Room 1**

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COLCHESTER, CT
2014 NOV -3 AM 10:31

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the October 16, 2014 Commission Chairmen Regular Meeting
4. Approve Minutes of the October 16, 2014 Regular Board of Selectmen Meeting
5. Approve Minutes of the October 31, 2014 Special Board of Selectmen Meeting
6. Citizen's Comments
7. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Conservation Commission – Susan Bruening Possible Reappointment for a Three Year Term to expire 10/31/2017
 - b. Historic District Commission – Linda Akerman, current Alternate Member, Possible Appointment to Regular Member for a Five Year Term to Expire 11/30/2018
 - c. Police Commission – Jeannette Langdon Possible Reappointment for a Three Year Term to Expire 11/30/2017
 - d. Economic Development Commission – Bruce Fox Possible Reappointment for a Five Year Term to Expire 10/1/2019
 - e. Commission on Aging – Resignation of Joe Menhart
 - f. Agricultural Commission – Donna Rosenblatt to be interviewed
8. Budget Transfers
9. Tax Refunds & Rebates
10. Discussion on Colchester Public Schools Strategic Plan facilitated by Doreen Marvin
11. Discussion and Possible Action on Point & Pay On-line Tax Bill Payment Vendor
12. Discussion and Possible Action on Paper Mill Road Bridge over Jeremy River

13. Discussion and Possible Action on Roof Evaluation Proposals
14. Discussion and Possible Action on Conn DOT Master Municipal Agreement for Right of Way Projects
15. Discussion and Possible Action on Local Prevention Council Grant
16. Discussion and Possible Action on 2015 Board of Selectmen Meeting Dates
17. Discussion and Possible Action on 2015 Chairmen Commission Meeting Dates
18. Discussion and Possible Action on Code Enforcement Department Re-design
19. Citizen's Comments
20. First Selectman's Report
21. Liaison Reports
22. Executive Session to discuss a Pending Claim
23. Discussion and Possible action on a Pending Claim
24. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Commission Chairmen Regular Meeting Minutes
Thursday, October 16, 2014
Colchester Town Hall – 7:00PM
Meeting Room 1

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

MEMBERS ABSENT: None

1. Call to Order

Selectman S. Soby called the meeting to order at 7:06 p.m.

2. Commission Updates – Commission Chairs

Christopher Bourque reported that the **Agriculture Commission** is working on several projects and sub-committees. They are working with the Board of Education and students at Bacon Academy on the Farm to School initiative. They did not receive the Food Hub study grant. Commission is working with the Assessor on a proposal to offer a tax exemption for farm buildings. They are offering agricultural education to Bacon students by working on a greenhouse. Commission is also working on the POCD.

Ron Goldstein reported that the **Board of Education** had their annual test score meeting although the smarter balance test scores have not come in because of the CMT migration. Report should come in by December. The science results were reported and they improved in all categories. AP testing results were also strong. 203 students took the test which is 1/4% of the school population. Overall 80% achieved a 3, 4, or 5. Strategic Planning process is underway. The group is looking for broad based input from the community. The question put forth is what do we want our students to learn? Meetings will be conducted over the next three months which will also include several public sessions.

Rosemary Coyle stated that the **Chatham Board of Health** has nothing to report.

Stan Soby reported on the **Charter Review Commission** that the group received the First Selectman charge and is currently going over the Charter and gathering information. They are also reviewing the questions from the previous charter.

Rosemary Coyle reported on the **Colchester Hayward Fire Department** that they have several training events going on. The CDC issued a checklist for identifying Ebola symptoms. At the end of November will be the chassis swapping that was created from the lease purchase agreement. RFQ for Strategic Plan is being reviewed. Received 13 responses and have narrowed down to four top choices. All fire police radios have been reprogramed.

Bruce Goldstein reported that the **Economic Development Commission** recommended the tax abatement plan for the sports arena. Requested and have received approval to reduce the required members from nine to seven due to current quorum issues. Commission is actively working on plans and ideas for new business opportunities.

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Ellen Sharon reported that the **Historic District Commission** has not had applications submitted for a while so they have not met. They opened the School for Colored Children Museum during the event on the green. Ellen reported that the roof tiles will need to be replaced soon.

Joe Mathieu stated the **Planning and Zoning Commission** will have a public hearing for the new regulations on November 5th. Joe explained the work involved and process to get to the point of public hearings. POCD consultant is developing the first draft and will have public input sessions around January 2015 when draft is complete.

Stan Soby reported that the **Senior Center Negotiating Committee** is waiting on the final engineer's report which is due on October 20th.

Stephen Coyle reported on the **Sewer and Water Commission** (report attached)

Laurie Robinson reported that the **Zoning Board of Appeals** first meeting will be next week after many months of no applications. The application is for a variance to re-site a drive or road. The commission does not have alternates and are at risk to not field a full board. Attended POCD meetings and stated that pieces of the plan affect every Board.

Merja Lehetinen reported on **Cable Advisory**, Comcast is offering \$1,000 scholarships for Bacon Academy seniors. Merja advised cable customers to watch their bills carefully for errors. Stated that they do free training for use of the Public Access TV.

WRITTEN REPORTS RECEIVED FROM THE FOLLOWING (attached):

Robert Tarlov regarding **Board of Finance**
Thomas Tyler regarding **Building Committee**
Falk Von Plachecki regarding **Conservation Commission**
Kim Russo regarding **Fair Rent Commission**

NO REPORT RECEIVED FROM THE FOLLOWING:

John Malsbenden regarding the **Board of Assessment Appeals**
Gary Siddell regarding the **Commission on Aging**
Mary Ellen Mahoney regarding the **Cragin Board of Trustees**
Daniel Henderson regarding the **Ethics Commission**
Avis Hull regarding the **Friends of Cragin Library**
Jan LaBella regarding the **Housing Authority**
Nick Norton regarding the **Open Space Advisory Committee**
Chris Ferrante regarding the **Park & Recreation Commission**
Robert Parlee regarding the **Police Commission**
Brenden Healy regarding the **Police Retirement Board**
Robert Suchecki regarding the **Youth Services Advisory Board**
Robert Suchecki regarding the **Youth Services Advisory Board**

3. Adjourn

R. Coyle moved to adjourn the Commission Chair Meeting at 7:48 p.m., seconded by Bill Curran. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean
Clerk

Tricia Dean

From: Rob Tarlov <ctparagon@comcast.net>
Sent: Thursday, October 16, 2014 4:40 AM
To: Tricia Dean
Subject: Chairmen's' Meeting - BOF Report

The Board of Finance has been working on a list of goals and initiatives relating to the budget process, budget format and communications to the public. Two subcommittees have been formed, one working on what and how to communicate during the budget process (March and April) and a second as to how to do the same during the rest of the year, especially during the fall and winter while the budgets are being developed by the schools and town departments before being presented to the Board of Finance.

One of the subcommittees is working on two surveys. One to survey residents as to why they vote, or don't vote, and to solicit ideas as to increase turnout at referendums. A second survey to come a little later will be similar to last year's, but with changes reflecting comments made on last year's survey. We have a volunteer helping us develop the questions as well as ways to increase participation. Last year we had over 600 participants, almost 3x prior results.

The Board is working with our Health Insurance Fund consultant to develop a sustainable funding process for Health Insurance. As we are self-funded, we want to be sure we are adequately funded to withstand years with high claims and to attempt to smooth out the funding from year to year to avoid a repeat of 2013-2014 budget year, when we experienced 17% and 25% increases in the cost of funding.

Over the next two months, the Board will review of our Equipment and Vehicle Capital Improvement Plan as well as the first year's financial results of the Energy Savings Project.

Rob Tarlov
Chairman



This email is free from viruses and malware because avast! Antivirus protection is active.

Tricia Dean

From: Joy Tyler <jttyler2@sbcglobal.net>
Sent: Thursday, October 09, 2014 6:25 PM
To: Tricia Dean
Subject: Re: Commission Charimen Meeting Agenda for 10/16/14 @ 7pm
Building committee

Hi Tricia,

There is a triboard meeting on 10/15, so I won't plan to give a chair report on the next night, as the BOS should pretty much be up to speed on the progress. If necessary, I can show up and give a report. Let me know.

Thanks

Tom

From: Tricia Dean <tdean@colchesterct.gov>
To: jcbourque57@msn.com; malsbenden@sbcglobal.net; r.goldsteinesq@snet.net; ctparagon@comcast.net; jttyler2@sbcglobal.net; Rosemary Coyle <rcoyle@colchesterct.gov>; lepage119@comcast.net; siddellg66@comcast.net; afvp@sbcglobal.net; Don Lee <DLee@colchesterct.gov>; dkmmahoney@att.net; ford_james_w@sbcglobal.net; daniel.m.henderson@us.army.mil; kimberleyrusso@yahoo.com; Avis.hull@sbcglobal.net; becaffegan@comcast.net; esharon@ntplx.net; janetlabella@sbcglobal.net; nnorton@yahoo.com; cdferrante@yahoo.com; jbmathieu@comcast.net; robertparlee@hotmail.com; HealyBrenden@SBCGlobal.net; Rosemary Coyle <rcoyle@colchesterct.gov>; stephencoyle@sbcglobal.net; KC84 - Rob Suchecki <KC84@colchesterct.gov>; robinson@snet.net; ctmlhr@yahoo.com
Cc: Denise Mizla <denise.mizla@aol.com>; Denise Mizla <dmizla@colchesterct.gov>; Kurt Frantzen <kafrantzen@comcast.net>; Kurt Frantzen <kfrantzen@colchesterct.gov>; rosemarycoyle@sbcglobal.net; Stan Soby <ssoby@colchesterct.gov>; William Curran <leverwjc@comcast.net>; William Curran <wcurran@colchesterct.gov>
Sent: Thursday, October 9, 2014 4:28 PM
Subject: Commission Charimen Meeting Agenda for 10/16/14 @ 7pm

Good Afternoon,

Attached is the Commission Chairmen Meeting Agenda for next week's meeting on Thursday, October 16th at 7pm.

If you will not be able to attend please send me an update to be included at the meeting by Wed 10/15.

Regards,

Tricia Dean

Executive Assistant to the First Selectman

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

Jay Gigliotti

To: Tricia Dean
Cc: Gail Therian
Subject: FW: Conservation Commission Chairman's Report

Dear Members of the Board of Selectmen,

As the Chairman of the Colchester Conservation Commission (CCC), I shall unfortunately be unable to attend the Colchester Commission Chairman Meeting on Thursday, October 16, 2014. Please see below for my Chairman's Report of the Colchester Conservation Commission.

The following CCC Chairman Report, provides highlights & updates of the business conducted by the CCC since the April 17, 2014, Commission Chairman Meeting.

The previous Vice-Chairman of Conservation Commission, Mr. Kurt Frantzen, resigned as he was elected to the Board of Selectmen. To fill the Vice-Chairman position, the Commission elected Mr. Mo Epstein as the Vice-Chairman for the remainder of 2014. As the Conservation Commission's By-Laws indicate, elections of Commission officers shall occur annually at the December meeting. The Commission shall again conduct officer elections at that time.

It is worth mentioning that Mr. Mo Epstein has served on the CCC for approximately 38 years. He is always willing to help out in similar situations, makes many positive contributions and has consistently had a great attendance record during his long tenure with the Commission. The Environmental Planner/Wetlands & Environmental officer, Mr. Jay Gigliotti, as well as myself and other members of the commission, have made sure to thank Mr. Epstein for his on-going dedication to the Town & the Commission.

Commission member Andy George, was recently appointed to a Full-Time Member from an Alternate Position.

The Commission welcomed a new alternate member, Mrs. Rebecca Myer. She has extensive knowledge of the environment, as well as a great deal of experience with environmental laws. Mrs. Meyer has made an immediate positive impact during her first x3 meetings with the Commission.

Currently, the Commission has only one remaining vacant alternate member position.

My previous Chairman's report explained that the CCC made revisions to the Colchester Inland Wetland & Watercourse Regulations, which became effective on 4/1/14. Since the 4/1/14 effective date, the Commission has been operating off the revised regulations without any negative incidents.

The Commission received and approved an application from the owners of Tony's Junkyard, to slightly modify their existing permit issued in May of 2013. This modification permitted the property owners to fill a small, isolated pocket of a non-significant wetland. The fill of this isolated wetland, shall allow a stable and safe access into site, facilitating the removal of additional junk and debris previously in-accessible during the main site clean-up. Jay Gigliotti, continues to work with the property owner and their environmental professionals to complete the permit modification, as well as the remainder of the items required within the original permit.

Jay Gigliotti has worked diligently on several key enforcements, which are now progressing towards compliance. In addition, Mr. Gigliotti has brought several new enforcements to the Commission, and these enforcements are now currently underway.

The CCC has acted on x5 applications for As-of-Right/exempt (section 4) activities, x3 applications for retail/commercial/residential developments and x3 timber harvests. In addition, the CCC continues to accept, hear & discuss and vote on multiple applications for activities/projects within regulated areas.

As I consistently state it, the CCC is successful only because of the excellent job that Mr. Jay Gigliotti does, day in and day out. The CCC would not be able to function at the high level it does, if it was not for Mr. Gigliotti.

Finally, the Clerk for the CCC, Ms. Gail Therian, is instrumental in ensuring the on-going and code compliant operations of the CCC.

Thank you, please let me know if you have any specific questions.

Sincerely,

Falk von Plachecki

Chairman, Colchester Conservation Commission

Tricia Dean

From: Kimberley Russo <KRusso@unitedwayinc.org>
Sent: Monday, October 13, 2014 9:25 AM
To: Tricia Dean
Subject: October Chair Meeting

Tricia,

I will not be able to attend the Selectman meeting Thursday 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 / 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

Thursday, October 16, 2014

Sewer and Water Commission report

Water Park leak

The leak at the water park resulted in a loss of over \$17,000 of water. This cost was borne by the rate payers, not the taxpayers. The leak needs to be repaired as soon as possible in order to open the park next summer. The Public Works Director is in the process of preparing bids for the work. His preliminary estimate is \$38,000.

Well Risk

Currently, our backup well (Well 3) is not functioning properly and is in need of some repairs. This work is underway.

However, the permanent solution is to replace the well (a.k.a. Well 3A). Obtaining the permits is an 18 month process and is currently a vital project.

Sewer Activities

The Joint Facilities commission is in the process of hiring a new Administrator.

The Rotary Drum Thickener is project is also proceeding.

Stephen Coyle, Chairman, Colchester Sewer, Water Commission



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, October 16, 2014
Immediately following Commission Chair Meeting
Meeting Room 1**

MEMBERS PRESENT: First Selectman Stan Soby, Selectman Denise Mizla, Selectman Bill Curran, Selectman K Frantzen, and Selectman Rosemary Coyle

MEMBERS ABSENT: none

OTHERS PRESENT: Public Works Director J. Paggioli, Town Planner Adam Turner, Tricia Dean Clerk, and other citizens

1. Call to Order

First Selectman S. Soby called the meeting to order at 7:50 p.m.

2. Additions to the Agenda

S. Soby asked that the following items be added to the agenda as Item #16 Executive Session to discuss the reorganization of personnel and function of the code enforcement division, #17 Discussion and Possible action on reorganization of personnel and function of the code enforcement division, remaining agenda items be renumbered accordingly.

R. Coyle moved to add to the agenda as Item #16 "Executive Session to discuss the reorganization of personnel and function of the code enforcement division, #17 Discussion and Possible action on reorganization of personnel and function of the code enforcement division and to renumber the agenda accordingly, seconded by B Curran. Unanimously approved. MOTION CARRIED.

3. Approve Minutes of the October 2, 2014 Board of Selectmen Meeting

K Frantzen stated on Item #5a, first sentence should be changed to "K Frantzen moved to appoint Charles Csere".

K Frantzen moved to approve the Regular Board of Selectmen Meeting minutes of October 2, 2014 as amended, seconded by D Mizla. Unanimously approved. MOTION CARRIED

4. Approve Minutes of the October 10, 2014 Board of Selectmen Special Meeting

R Coyle moved to approve the Special Board of Selectmen meeting minutes of October 10, 2014, seconded by D Mizla, Unanimously approved, two abstentions made by K Frantzen and B Curran. MOTION CARRIED

5. Citizen's Comments – none

6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations

a. Historic District Commission – Ellen Sharon Possible Reappointment for a Five Year Term to Expire 11/1/2019

Ellen Sharon was interviewed

R Coyle moved to reappoint Ellen Sharon as a member of the Historic District Commission for a Five Year Term to Expire 11/1/2019, seconded by K Frantzen. Unanimously approved. MOTION CARRIED

b. Conservation Commission – Rebecca Ann Meyer Possible Reappointment for a Three Year Term to Expire 10/31/2017

K Frantzen moved to reappoint Rebecca Ann Meyer as a regular member of the Conservation Commission for a Three Year Term to expire 10/31/2017, seconded by B Curran. Unanimously approved. MOTION CARRIED

c. Fair Rent Commission – Steven Schuster Possible Reappointment for a Two Year Term to Expire 4/30/2016

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SELECTMAN
K FRANTZEN

D Mizla moved to reappoint Steven Schuster as a regular member of the Fair Rent Commission for a Two Year Term to expire 4/30/2016, seconded by K Frantzen. Unanimously approved. MOTION CARRIED

d. Economic Development Commission

1. Bruce Goldstein Possible reappointment for a Five Year Term to Expire 10/1/2019

Bruce Goldstein was interviewed

R Coyle moved to reappoint Bruce Goldstein as a regular member of the Economic Development Commission for a Five Year Term to expire 10/1/2019, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

2. John Dion Possible Reappointment for a Five Year Term to Expire 10/31/2019

John Dion was interviewed.

D Mizla moved to reappoint John Dion as a regular member of the Economic Development Commission for a Five Year Term to expire 10/31/2019, seconded by B Curran. Unanimously approved. MOTION CARRIED.

7. Budget Transfers - none

8. Tax Refunds & Rebates

R Coyle moved to approve tax refunds in the amount of \$142.30 to Chase Auto Finance Corp, \$24.74 to Teri Davis, \$155.45 to Peter or Maureen Kevorkian, \$6.48 to Sam Phomphakdy, \$22.38 to Granite Group, \$17.45 to Kristina Cuoco, \$19.97 to Susan Baroni, seconded by R Coyle. Unanimously approved. MOTION CARRIED

9. Discussion and Possible Action on Youth Services Advisory Board By-Laws

R Coyle stated the two concerns she had at the last BOS meeting have been addressed.

R Coyle moved to adopt the revised by-laws of the Youth Services Advisory Board as presented, seconded by D Mizla. Unanimously approved. MOTION CARRIED

10. Discussion and Possible Action on Water Department Capital Fund Well 3 Repair

Public Works Director Jim Paggioli discussed issues with the well and the impact to the town.

R Coyle asked how long the work would take, J Paggioli answered 2 weeks. R Coyle asked if the well would have to be shut down during the work. J Paggioli answered yes, that they would draw from well 5a and 4 as necessary. D Mizla asked if the vendor chosen was the only one available. J Paggioli stated the other vendor available has done work for us in the past but they were not as qualified as the vendor chosen.

R Coyle moved to make the appropriation of up to \$22,500 from the Water Capital Fund for the video, new screen and casing and redevelopment work for the existing Well 3 of the Taintor Hill Well field, in accordance with proposal dated October 8, 2014 from The Stephen B. Church Company, and that a Waiver of Request for the Competitive Bid Process under Section F of the Town of Colchester Purchasing Policy be granted due to Time being a critical factor for the repair and that should malfunction occur on any other well of the system, there would be a substantial disruption of service of the water system, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

11. Discussion and Possible Action on Right Response Network Grant

D Mizla moved to authorize the First Selectman to sign the grant award letter and all necessary documents for the Right Response CT Network Grant, seconded by B Curran. Unanimously approved. MOTION CARRIED.

12. Discussion of Expenditure Procedures

Budget Transfer Policy document was presented to the board by S Soby. During the process of revision the CFO was asked to review it on the implementation standpoint from the Finance side. Looking for clear procedures consistent with Charter language. Supplemental appropriations and budget transfer policy language needed to be made clearer. Attention and review was made to the funded program and response time, along with legal issues that may need immediate response time.

R Coyle and K Frantzen had questions and made recommendations on language used in the policy in sections 2.2, 3.2 and 3.3. S Soby notified the board that he will take the recommendations into consideration, rework the policy and come back with changes to present to the Board of Finance and the Board of Selectmen.

13. Citizen's Comments – Resident asked if there was a better way to spread information to the public? S Soby responded that we currently have sub-committees working on communication of the budget for 2015-2016. He did advise that we have several channels currently of communication; web page, weekly and weekend eblasts, news releases, and a facebook page. S Soby stated that caution needs to be exercised on communication channels and how we use them.

14. First Selectman's Report

Department Head meeting held last week to compile costs of current level of services now and potential surprises, which were asked for by the Board of Finance. Dept Heads will present to Board of Finance before the actual budget moves

forward; Attended the CCM Legislative Committee and will distribute what was submitted with the packet to the board; CT Mirror is covering the Capital and reported about the budget and election results in November; Officer DiMauro resigned as of October 10th. Department is currently seeking a certified officer; Reviewing the Fire Dept Strategic Plans and will follow up with Chief Cox; attended the Emergency Plan and School Safety meeting at the EOC last Wed. There will be a new traffic pattern at Bacon High School. Reed discussed radios being reprogrammed using the lower cost alternative while still being fully functioning with the other radios. The EOC group conducted a table top exercise; Attended a meeting with Patty Watts, Senior Center Director, and Harrington Court regarding transportation requests coming through the Senior Center for their residents. Currently at the senior center, transportation services have increased 48%.

15. Liaison Reports – no reports

- 16. Executive Session to Discuss the Reorganization of Personnel and Functions of the Code Enforcement Division**
R. Coyle moved to enter into executive session to discuss reorganization of personnel and functions of the code enforcement division, seconded by K Frantzen. Unanimously approved. MOTION CARRIED
S Soby, R Coyle, D Mizla, K Frantzen, and Bill Curran entered into executive session. Town Planner Adam Turner was invited into executive session.

Entered into executive session at 8:40 p.m.
Exited from executive session at 8:50p.m.

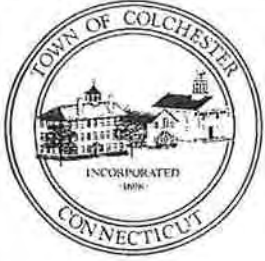
- 17. Discussion and Possible Action on the Reorganization of Personnel and Functions of the Code Enforcement Division**
No Action Taken

- 18. Adjourn**
R Coyle moved to adjourn at 9:05 p.m., seconded by K Frantzen. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean, Clerk

I certify this to be a true copy
of the certificate received for record
Attest, *Hayle Furman*
Town Clerk



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes
Special Meeting Minutes
Friday, October 31, 2014
Colchester Town Hall – 8:45 AM
Meeting Room 1**

RECEIVED
COLCHESTER, CT
2014 OCT 31 AM 9:34

MEMBERS PRESENT: First Selectman Stan Soby, Selectman Denise Mizla, Selectman Bill Curran, and Selectman Kurt Frantzen

MEMBERS ABSENT: Selectman Rosemary Coyle

1. Call to Order

First Selectman S. Soby called the meeting to order at 8:46 am

2. Citizens' Comments - None

3. Discussion and Possible Action on Appointment of Stan Soby as a member of the Chatham Health District Board of Directors representing Colchester

S Soby stated that there is still an opening on the board and no applications have come into the First Selectman's office. There are issues that need to be addressed regarding personnel and budget at Chatham. Colchester is the biggest town involved and we would like two votes represented to protect the towns interest.

B Curran moved to appoint Stan Soby as a member of the Chatham Health District Board of Directors representing Colchester, seconded by K Frantzen. Unanimously approved. MOTION CARRIED.

4. Adjourn

K Frantzen moved to adjourn at 8:52 am, seconded by B Curran. Unanimously approved. MOTION CARRIED.

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					10/31/2016
Member	Susan Bruening	U	860-537-1162	brueningus@reg8.k12.ct.us	10/31/2014
Member	Morris Epstein	D	860-537-1735	morrisepstein@yahoo.com	10/1/2015
Member	Darrell York	R	860-295-1090	dyork@msipump.com	10/1/2015
Member	Andrew George	D	860-537-5596	aageorge27@sbcglobal.net	10/1/2015
Alternate	Erika Fuery	U	860-367-5883	erika.fuery@cardnotec.com	10/1/2015
Alternate	Rebecca Ann Meyer	D	860-754-7838	rebecca.meyer33@gmail.com	10/31/2017
Alternate					10/1/2014

Conservation Commission

From: Ellen Sharon [mailto:esharon@ntplx.net]
Sent: Tuesday, October 14, 2014 11:36 AM
To: Tricia Dean
Cc: Linda Akerman
Subject: Re: Colchester Historic District commission

Hi Tricia,

I believe you have a no longer in use email for Linda Akerman, so I'm cc'ing her here with the correct address for your records. If Linda is still an alternate, I would like to have her put forward as a regular member. We have a spot open, and Linda has served the commission diligently as an alternate for years.

I'll be attending the 10/16 meeting (for the commission chair meeting), so please put me on the agenda for a renewal interview as well.

Thanks!

-Ellen

Historic District Commission-5 Members, 3 Alternates, Members=5 years, Alternates=3 years

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Ellen Sharon	D	860-537-6731	esharon@ntplx.net	11/1/2014
Member	Nancy Anderson	R	860-537-5865	dkanderson01@snet.net	11/30/2018
Member	Robert Kvederas	U	860-537-1998	rkvederas@snet.net	11/1/2018
Member	VACANT				11/30/2018
Member	Stanley Stefanowicz	U	860-334-0634	sstefanowicz96@comcast.net	11/30/2017
Alternate	Linda Akerman	U	860-267-6507	lakerman@comcast.net	11/30/2014
Alternate	Janice Adams	R	860-537-4412	janice-adams@sbcglobal.net	11/30/2016
Alternate	VACANT				11/1/2014

Historic District Commission

Police Commission-5 Members, 3 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Robert Parlee	U	860-537-6019	robertparlee@hotmail.com	11/1/2015
Secretary	Edward Fusco	U	860-537-6386	efusco@airinc.net	11/15/2016
Member	Steve Caron	D	860-537-4982	caronste@hotmail.com	11/1/2016
Member	Frank Jackter	D			11/1/2015
Member	Jeannette Langdon	U	860-537-2375		11/30/2014

Economic Development Commission-9 Members, 5 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	James W. Ford	D	860-537-6788	ford_james_w@sbcglobal.net	10/31/2016
Member	Andreas Bisbikos	R	860-537-6891	abisbikos@aol.com	10/1/2018
Member	Paul Catalano	R	860-537-3338	paul.catalano.qm41@statafarm.com	12/15/2017
Member	John Dion	U	860-884-2069	jpgdion@att.net	10/31/2019
Member	VACANT				10/31/2014
Member	Bruce Goldstein	R	860-537-9181	bruceeg@paradiseagency.com	10/1/2019
Member	Kele Issa	U	860-371-0124		10/1/2014
Member	Bruce Fox	D	860-267-0752	brucehfox@aol.com	10/1/2014
Member	Beverly Carr	D	860-537-0327	bjfrenette@sbcglobal.net	10/31/2015
Clerk	Gail Therian				

Economic Development Commission

10/19/2014

XFINITY Connect

XFINITY Connect

joemenhart@comcast.net

+ Font Size -

TO: First Selectman Office

Commission on Aging - Resignation

and Town Clerk

From : Joe Menhart <joemenhart@comcast.net>

Fri, Oct 17, 2014 06:14 AM

Subject : Commission on Aging - Resignation

To : tdean@colchesterct.gov

Cc : Gary Siddell <siddellg66@comcast.net>

Tricia,

I believe my term of service on the Commission on Aging expires Dec 1, 2014.

It has been a pleasure serving the town and the board. Now that I have a new job with a different work schedule it is difficult to regularly attend meetings so please consider this as my notice to resign from the board effective Dec 1, 2014.

Please confirm your receipt and acceptance of my resignation.

Thank you.

Joe Menhart

12 Hickory Court, Colchester CT 06415

860.581.0009 ~ joemenhart@comcast.net

www.linkedin.com/in/JoeMenhart



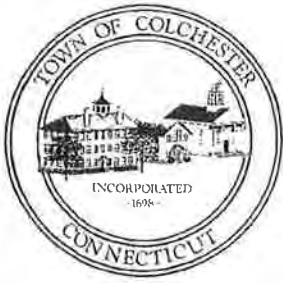
10-19-2014

10-21-14P02:40 RCVD

Commssion on Aging-7 Members, 2 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	Gary Siddell	D	860-603-2155	siddellg66@comcast.net	12/1/2015
Member	Rose Levine	D	860-531-9048	rose.m.levine@comcast.net	12/31/2015
Member	Robert Gustafson	D	860-537-3889	rguscha@sbcglobal.net	12/1/2014
Member	Goldie Liverant	D	860-537-2151	goldieliverant@att.net	12/31/2016
Member	Joseph Menhart	R	860-581-0009	joemenhart@comcast.net	12/1/2014
Member	Jean Stawicki	D	860-537-2013	stawickilaw@snet.net	12/1/2015
Member	VACANT				12/31/2016
Alternate	Susan Choma	D	860-531-9132	sfchoma@yahoo.com	12/31/2016
Alternate	VACANT				12/1/2015
Clerk	Michelle Komoroski	n/a	860-537-9105	rmtdkomo@sbcglobal.net	

UPDATED 8/15/2014



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 10/15/2014

BOARDS & COMMISSIONS APPLICATION

Name: DONNA J ROSENBLATT

Address: 348 WESTCHESTER RD Colchester, CT. 06415

Home Phone: 860 267 4975 Email: rosenpetal@comcast.net FAX: 860 267 4975

Work Phone: ↑ Email: ↑ Town Residency 15 Years

Party Affiliation: Democrat Republican Unaffiliated (circle one)

Commission or Board you are interested in serving on: AGRICULTURE

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

High School: GRANT'S HILLS HIGH 65-69 YES

College: BRIGHTMAN YOUNG UNIV - 3 YRS
SAN DIEGO STATE UNIV - 2 YRS
GRAD - ENGLISH/DRAMA

Trade, Business Or Correspondence School

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

^{w'2}
LAST JOB 17 YRS - IPMS, EAST HARTFORD 860 282-0833
~~CURRENTLY~~ CURRENTLY - FARMER/CHIEF HORTICULTURAL OFFICER
↑ WORKING HERE 15 YRS

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

Why are you interested in serving? AGRICULTURE REQUIRES A BROAD SPECTRUM OF IDEAS & EXPERISE I FEEL I CAN REPRESENT SEVERAL ASPECTS.

Do you have any experience or familiarity with this area? ORGANIC SINCE 1977, FARMER SINCE 2000.

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

Which ones? AGRICULTURE EDUCATION PRIMARY → ADULT

Date: 10/15/14

Signature: Donna Paschke

Agriculture Commission-5 Members, 2 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	Christopher Bourque	R	860-267-8628	jcbourque57@msn.com	11/30/2014
Vice Chair	Allen Zimmerman	U	860-531-9132	apzz45@yahoo.com	11/30/2014
Member	Olivia Duksa	R	860-365-0253		11/30/2015
Member	Alex Savitsky	U	860-537-5815	alsavi46@hotmail.com	11/30/2014
Member	David Wasniewski	R	860-861-0231	david.w.wasniewski@gmail.com	12/31/2016
Alternate	Charles Csere	R	860-537-4013	ctcsere@gmail.com	11/30/2015
Alternate	VACANT				11/30/2014

Fy 14-15

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: First Selectman

Reason for Request: Legal costs associated with lawsuit filed against the Town (validity of absentee ballot process for 3rd budget referendum)

Reason for Available Funds: Appropriation from Unassigned Fund Balance

From:	Account Number	Account Name	Amount
	18501-36250	Use of G/F Unassigned Fund Balance	46,254
To:			
	11201-44203	First Selectman - Legal	46,254

Oct 30, 2014
Date Requested


Department Director or Supervisor - Signature

Print Name Stan Soby, First Selectman

Oct 30, 2014
Date Reviewed


Chief Financial Officer

Oct 30, 2014
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: Tax Collector


Reason for Request: Membership dues to CT Tax Collector's Association for Assistant Tax Collector (funds budgeted only for Tax Collector membership).

Reason for Available Funds: Data processing is based on an estimate of total bills that will be processed.

From:	Account Number	Account Name	Amount
	11303-44205	Data Processing	25

To:	Account Number	Account Name	Amount
	11303-43258	Professional Memberships	25

10/31/14
Date Requested


Department Director or Supervisor - Signature

Print Name: Donald Philips, Tax Collector

10/31/14
Date Reviewed


Chief Financial Officer

10/31/14
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: Tax Collector

Reason for Request:

Postage budget is based on the total number of estimated bills, delinquent statements and demands that will be mailed. Amount budgeted was insufficient to cover all mailings for fiscal year.

Reason for Available Funds:

Data processing is based on an estimate of total bills that will be processed.

From:

Account Number	Account Name	Amount
11303-44205	Data Processing	217

To:

11303-44217	Postage	217

10/31/14
Date Requested

Department Director or Supervisor - Signature

Print Name

Donald Phillips, Tax Collector

10/31/14
Date Reviewed

Chief Financial Officer

10/31/14
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: Boards & Commissions

Reason for Request: Increased costs of publishing adopted budget books

Reason for Available Funds: Funds budgeted for professional services for proposed changes to buildings in the Historic District not used

From:	Account Number	Account Name	Amount
	11105-44208	Professional Services	329

To:	Account Number	Account Name	Amount
	11105-44232	Printing & Publications	329

10/3/14
Date Requested

[Signature]
Department Director or Supervisor - Signature

Print Name Stan Soby, First Selectman

10/3/14
Date Reviewed

[Signature]
Chief Financial Officer

10/3/14
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: Human Resources

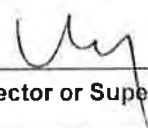
Reason for Request: Advertising costs for vacant positions due to unanticipated employee resignations (Executive Assistant to First Selectman, Tax Collector, Library Programming Assistant, Senior Center Program Coordinator, Youth & Social Services Administrative & Program Coordinator)

Reason for Available Funds: Renegotiated administrative fees for Section 125 plan (no fees charged in exchange for opportunity to market voluntary insurance products to employees), installation of Applicant Tracking software delayed due to staff turnover in First Selectman's (Human Resources) office

From:	Account Number	Account Name	Amount
	11205-44208	Professional Services	714

To:	Account Number	Account Name	Amount
	11205-44231	Advertising	714

10/31/14
Date Requested


Department Director or Supervisor - Signature

Print Name Stan Soby, First Selectman

10/31/14
Date Reviewed


Chief Financial Officer

10/31/14
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: Finance

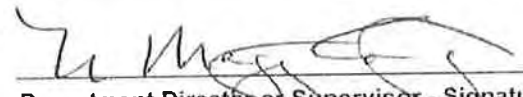
Reason for Request: Increase in banking service fees for Calendar year 2013 greater than anticipated.

Reason for Available Funds: Increased use of webinars and local user group meetings for Munis financial software training at no additional cost (Included in software licensing & support annual fees). Auditing firm, insurance consultants, and professional organizations also offering more training at no additional cost to clients and members. Budget for subsequent year has been reduced to reflect ability to obtain training through these methods.

From:	Account Number	Account Name	Amount
	11301-43213	Mileage, Training & Meetings	952

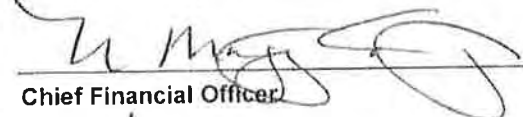
To:	Account Number	Account Name	Amount
	11301-44208	Professional Services	952

Sep 19, 2014
Date Requested

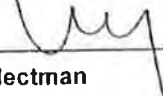

Department Director or Supervisor - Signature

Print Name N. Maggie Cosgrove, CFO

Sep 19, 2014
Date Reviewed


Chief Financial Officer

10/31/14
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: Finance

Reason for Request: Additional costs for priority overnight mailing of leasing documents, updating of check signers in financial software system (November and June).
Additional mailings to vendors to obtain electronic funds transaction information.

Reason for Available Funds: Increased use of webinars and local user group meetings for Munis financial software training at no additional cost (included in software licensing & support annual fees). Auditing firm, insurance consultants, and professional organizations also offering more training at no additional cost to clients and members. Budget for subsequent year has been reduced to reflect ability to obtain training through these methods.

From:	Account Number	Account Name	Amount
	11301-43213	Mileage, Training & Meetings	231
To:			
	11301-44217	Postage	231

Sep 19, 2014
Date Requested

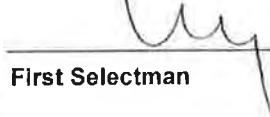

Department Director or Supervisor - Signature

Print Name N. Maggie Cosgrove, CFO

Sep 19, 2014
Date Reviewed


Chief Financial Officer

10/31/14
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: Finance

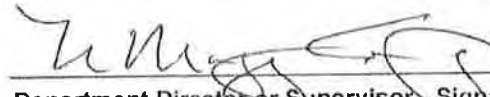
Reason for Request: Premium rate increase for life insurance greater than anticipated

Reason for Available Funds: Increased use of webinars and local user group meetings for Munis financial software training at no additional cost (included in software licensing & support annual fees). Auditing firm, insurance consultants, and professional organizations also offering more training at no additional cost to clients and members. Budget for subsequent year has been reduced to reflect ability to obtain training through these methods.

From:	Account Number	Account Name	Amount
	11301-43213	Mileage, Training & Meetings	23


To:	Account Number	Account Name	Amount
	11301-41210	Employee Related Insurance	23

10/8/14
Date Requested

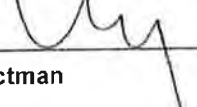

Department Director or Supervisor - Signature

Print Name N. Maggie Cosgrove, CFO

10/8/14
Date Reviewed


Chief Financial Officer

10/31/14
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:

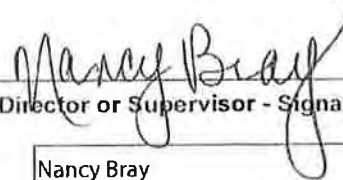
Reason for Request:

Reason for Available Funds:

From:	Account Number	Account Name	Amount
	11501-44207	Indexing and Recording	1,700

To:	Account Number	Account Name	Amount
	11501-44230	Legal Notices	1,700

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

10/13/14

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Elections

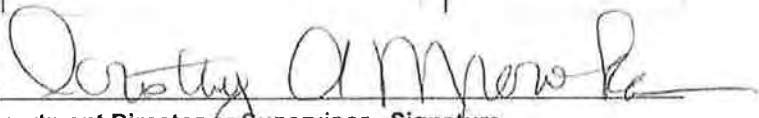
Reason for Request: Increased mileage reimbursement for use of personal vehicles due to increase in number of county meetings and training.

Reason for Available Funds: Lower number of ballots ordered than anticipated.

From:	Account Number	Account Name	Amount
	11601-44232	Printing & Publications	188

To:	Account Number	Account Name	Amount
	11601-43213	Mileage, Training & Meetings	188

10/9/14
Date Requested

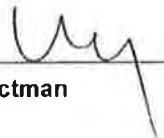

Department Director or Supervisor - Signature

Print Name Dorothy A. Mrowka

10/8/14
Date Reviewed


Chief Financial Officer

10/31/14
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: Elections

Reason for Request: FICA/Medicare costs associated with Registrars pay for referendums - three budget referendums and recount of third Town budget referendum vote.

Reason for Available Funds: Estimate of funds needed for additional pollworkers due to same day registration exceeded actual - single voting location for budget referendums.

From:	Account Number	Account Name	Amount
	11601-40105	Contractual, Temp, Occasional	114
To:	Account Number	Account Name	Amount
	11601-41230	FICA/Medicare	114

10/9/14
Date Requested

Joseph A. M...
Department Director or Supervisor - Signature

10/9/14
Date Reviewed

Print Name Registrars of Voters
[Signature]
Chief Financial Officer

10/31/14
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: Cragin Library

Reason for Request:

Anticipated changes to phone service for alarm system autodialers were delayed.

Reason for Available Funds:

Used fewer gallons than anticipated when budget was prepared.

From:

Account Number	Account Name	Amount
15101/45221	Fuel/Heating	361

To:

15101/45216	Telephone	361

Oct 27, 2014
Date Requested

Kate Byroade
Department Director or Supervisor - Signature

Print Name Kate Byroade

10/30/14
Date Reviewed

[Signature]
Chief Financial Officer

10/31/14
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: Cragin Library

Reason for Request: Repairs to roof not covered by warranty and resultant leak.

Reason for Available Funds: Call backs for contracted building maintenance services were less than anticipated.

From:	Account Number	Account Name	Amount
	15101:44223	Service Contracts	952
To:			
	15101:46226	Building Repairs	952

Oct 8, 2014
 Date Requested

Kate Byroade
 Department Director or Supervisor - Signature

Print Name | Kate Byroade

10/30/14
 Date Reviewed

[Signature]
 Chief Financial Officer

10/31/14
 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: Cragin Library

Reason for Request: Migration to new library software system required library staff to attend training.

Reason for Available Funds: Copier budget was planned for two new machines, but eventually a one-machine solution was identified.

From:	Account Number	Account Name	Amount
	15101:42233	Copier	248

To:	Account Number	Account Name	Amount
	15101:43213	Meetings, Training, Mileage	248

Oct 8, 2014
Date Requested

Kate Byroade
Department Director or Supervisor - Signature

Print Name Kate Byroade

10/30/14
Date Reviewed

[Signature]
Chief Financial Officer

10/31/14
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: Cragin Library

Reason for Request: Changes in process for purchasing and allocating costs for Town/Board of Education custodial maintenance supplies.

Reason for Available Funds: The Library typically re-orders a supply of new borrower cards every 2-3 years, but the supply did not need to be replenished in FY 14.

From:	Account Number	Account Name	Amount
	15101:42344	Library Media Supplies	2,009
To:	15101:42331	Custodial/Maintenance Supplies	2,009

Oct 8, 2014
 Date Requested

Kate Byroade
 Department Director or Supervisor - Signature

Print Name Kate Byroade

10/30/14
 Date Reviewed

[Signature]
 Chief Financial Officer

10/31/14
 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: Cragin Library

Reason for Request: Increased rate in the generation service charges for three months while on variable rate contract and an 18% increase in the number of degree days.

Reason for Available Funds: Brief vacancy due to unanticipated resignation of the one employee at the end of FY 13.

From:	Account Number	Account Name	Amount
	15101:40101	Regular Payroll	3,337
	15101:41230	FICA	1,039
To:			
	15101:45622	Electricity	4,376

Oct 8, 2014
 Date Requested

Kate Byroade
 Department Director or Supervisor - Signature

Print Name | Kate Byroade

10/30/14
 Date Reviewed

[Signature]
 Chief Financial Officer

10/31/14
 Date Approved

[Signature]
 First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

FY13-14

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Cragin Library

Reason for Request: Greater than anticipated premium rate increase.

Reason for Available Funds: Brief vacancy due unanticipated resignation of one employee at the end of FY 13.

From:	Account Number	Account Name	Amount
	15101:41230	FICA & Retirement	105

To:	Account Number	Account Name	Amount
	15101:41210	Employee Related Insurance	105

Oct 8, 2014
Date Requested

Kate Byroade

Department Director or Supervisor - Signature

Print Name | Kate Byroade

10/30/14
Date Reviewed

[Signature]
Chief Financial Officer

10/31/14
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: Parks & Recreation

Reason for Request: Premium rate increase for life insurance greater than anticipated

Reason for Available Funds: Position vacancy due to employee resignation

From:	Account Number	Account Name	Amount
	15201-41230	FICA & Retirement	34

To:	15201-41210	Employee Related Insurance	34

10/9/14
Date Requested


Department Director or Supervisor - Signature

Print Name Cheryl Hancin, Recreation Manager

10/9/14
Date Reviewed


Chief Financial Officer

10/31/14
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: Parks & Recreation

Reason for Request: Printing and delivery costs were higher for the Colchester Connections due to an unanticipated change in vendor.

Reason for Available Funds: More correspondence is being sent out electronically instead of being mailed.

From:	Account Number	Account Name	Amount
	15201-44217	Postage	395

To:	15201-44232	Printing & Publications	395

10/10/14
Date Requested Department Director or Supervisor - Signature

Print Name Cheryl Hancin, Recreation Manager

10/30/14
Date Reviewed Chief Financial Officer

10/31/14
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: Parks & Recreation

Reason for Request: Increased mileage reimbursement costs for use of personal vehicle by Rec. Office staff to oversee programs and attend trainings.

Reason for Available Funds: Free on-line resources were used instead of buying a subscription

From:	Account Number	Account Name	Amount
	15201-43342	Subscription	45

To:	Account Number	Account Name	Amount
	15201-43213	Mileage and Training	45

Oct 9, 2014
Date Requested

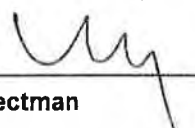

Department Director or Supervisor - Signature

Print Name Cheryl Hancin

10/30/14
Date Reviewed


Chief Financial Officer

10/31/14
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: Parks & Recreation


Reason for Request: Per copy charge greater than anticipated

Reason for Available Funds: Did not purchase CRPA membership for new hire as she held membership already.

From:	Account Number	Account Name	Amount
	15201-43258	Professional Membership	93

To:	15201-42233	Copier	93

Oct 9, 2014
Date Requested


Department Director or Supervisor - Signature

Print Name Cheryl Hancln

10/30/14
Date Reviewed


Chief Financial Officer

10/31/14
Date Approved

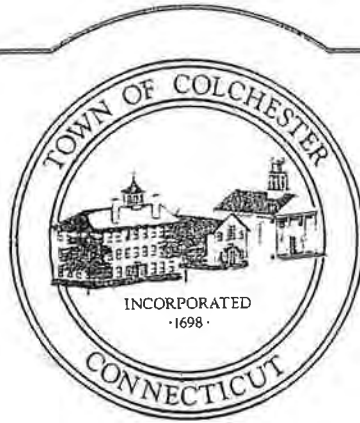

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk



Tax Collector

To: Board of Selectmen
From: Don Philips
Subject: Point & Pay – On-line tax bill payment vendor
Date: October 30, 2014

I respectfully request that the Board of Selectmen make a motion to enter into a service contract with Point & Pay for on-line tax payments.

Proposed motion:

Motion to authorize the First Selectman to negotiate and execute an agreement and any required ancillary documents with Point & Pay ("vendor") to enable taxpayers to make payments to the Tax Collector using on-line payment products and services provided by the vendor.

The vendor's generic agreement and boarding documents are attached.

I would be happy to answer any questions.

Thank you.

POINT & PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties:

Point & Pay, LLC ("PNP")
A subsidiary of NAB, doing business in Delaware

[Town of Colchester, CT]("Client")

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached product application ("Product Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Product Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

1.4 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.5 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.6 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2

COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Product Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Product Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Product Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Product Application.

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

SECTION 3

INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual

property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement,

Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the exclusive provider of fee-based electronic payment services and that Client will not procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the third (3rd) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Connecticut) without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application

If to PNP: Point & Pay, LLC
110 State St. E, Suite D
Oldsmar, FL 34677

MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point & Pay, LLC

[Town of Colchester, CT]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- **First Level Support.** PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- **Second Level Support.** PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B

Client Application

Client Bank Banking Application

Product Application



New Product Worksheet

Client Name
Town of Colchester CT

Client Code (if available):

Name of Product/Payment Type:	Taxes
Total Collections for Payment Type:	\$40,000,000
Average Payment Amount:	\$2100.00
Highest Payment Amount:	\$50,000

Classification:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Tax (MCC 9311) | <input type="checkbox"/> Ambulance (MCC 4119) | <input type="checkbox"/> Colleges (MCC 8220) |
| <input type="checkbox"/> Utility (MCC 4900) | <input type="checkbox"/> Insurance (MCC 6300) | <input type="checkbox"/> Other – Please Describe: |
| <input type="checkbox"/> Gov. Services (MCC 9399) | <input type="checkbox"/> Membership Club (7997) | |

Payment Types:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Visa, MasterCard, Discover | <input checked="" type="checkbox"/> Electronic Check |
| <input checked="" type="checkbox"/> AMEX | <input checked="" type="checkbox"/> Visa Debit Tax Program |

Channels:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Web (E-Commerce) | <input checked="" type="checkbox"/> Counter PNP (Retail) | <input type="checkbox"/> Other – Please Describe: |
| <input checked="" type="checkbox"/> IVR (Direct Marketing) | <input type="checkbox"/> Counter Other (3rd Party) | Embedded Swipe with QDS |

Technical Integration and Data Transfer:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Parameter Passing | <input type="checkbox"/> File Exchange/Lookup BDIT | <input type="checkbox"/> Post Back |
| <input type="checkbox"/> API | <input type="checkbox"/> Real Time Lookup (RTL) | <input checked="" type="checkbox"/> Revenue File (RFG) (Email or FTP) |
| <input type="checkbox"/> Duplicate Payment Prevention | | <input type="checkbox"/> Daily Transaction File |

Unique Consumer Identifier (If multiple, use attachment):

Bill Number

Software Vendor / Contact Info: Nok @ QDS

Transaction Fees:

<input type="checkbox"/> Fees Absorbed by Client	<input checked="" type="checkbox"/> Fee Paid by Customer	<input type="checkbox"/> Other (See Notes)
<input type="checkbox"/> Credit Card – Flat Fee	<input type="checkbox"/> E-check – Flat Fee	<input type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ 50.01-100= \$ Each Additional \$100.00 = \$ Each Additional \$50.00 = \$
<input checked="" type="checkbox"/> Credit Card - Percentage Fee	<input checked="" type="checkbox"/> Echeck – Returned Item Fee	
<input checked="" type="checkbox"/> Credit Card - Minimum Fee	<input checked="" type="checkbox"/> Visa Tax Program –Debit	
<input checked="" type="checkbox"/> Credit Card - Chargeback Fee		

Setup Fees:

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> Setup Fee: 0 | <input checked="" type="checkbox"/> Integration Fee: 0 | <input checked="" type="checkbox"/> IVR Fee: 0 | <input checked="" type="checkbox"/> Other Fee: N/A |
|--|--|--|--|

Notes:

Client Initial:



Client Application

Partner Code:

(Internal Use Only)

Partner Hierarchy:

This is a Super Partner

This is a Sub-Partner. SP Name and Code are:

Account Representative: Mark

Submission Date: 11/3/2014

Card Readers: Quantity: 2

Target Live Date: 12/8/2014

Price per Reader:\$ 0

Contract terms: 3 years

Client Profile

Client Legal Name as filed with the IRS:
Town of Colchester

Federal Tax ID:

DBA:

Address: 127 Norwich Avenue

City: Cochester

State: CT

Zip: 06415

Phone # to display in
Customer Receipts:

Website Address: <http://www.colchesterct.gov/pages/index>

Contacts

Primary Contact Name:

Primary Phone #:

Primary Email:

Don Phillips

(860) 537-721

taxcollector@colchesterct.gov

Technical Contact:

Technical Phone #:

Technical Email:

Accounting Contact:

Accounting Phone #:

Accounting Email:

Customer Service Contact:

Customer Service Phone:

Customer Service Email:

Notes

Signatures

The undersigned agrees to abide by the Terms and Conditions of the Global Merchant Services Agreement, viewable at www.pointandpay.com/agreement

Signature

Title

Click here to enter a date.

Name (Print)

Date



Client Banking Info

Client Name:
Town of Colchester CT

Client Code (if available):

Deposits

Funds will be deposited into the bank account specified below per the terms of your agreement with Point & Pay. Use more sheets if necessary or attach a file with details. If all products use the same info please enter "All" under Product Name. Please provide a **VOIDED** Check for each bank account

#	Product(s) Name	Bank Name	Routing #	Account #	Account Type	Bank Full Address. If same use ""
1	All				<input type="checkbox"/> Check. <input type="checkbox"/> Savings	
2					<input type="checkbox"/> Check. <input type="checkbox"/> Savings	
3					<input type="checkbox"/> Check. <input type="checkbox"/> Savings	
4					<input type="checkbox"/> Check. <input type="checkbox"/> Savings	
5					<input type="checkbox"/> Check. <input type="checkbox"/> Savings	

TOTAL NUMBER OF DEPOSITS EXPECTED

1

Debit Details. Select **ONE** of the options below.

- Net Settlement:
- Debit. Note: Point and Pay only can debit one bank account.

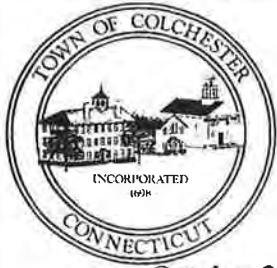
Debits: Funds will be debited from the specified bank account for returned items per the terms of your agreement with Point & Pay. Partners must contact their banks and provide the PNP originator ID 3333308324 to allow debits.

<input checked="" type="checkbox"/> Same as Above	Bank Name	Routing #	Account #	Account Type	Bank Full Address
				<input type="checkbox"/> Check. <input type="checkbox"/> Savings	

Signatures

Name (Print)

Signature



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

October 28, 2014

Sheet 1 of 2

To: Colchester Board of Selectmen
Copy: James Paggioli – PWD, Maggie Cosgrove – CFO, Adam Turner – Planner
From: Salvatore Tassone P.E – Town Engineer
Re: Paper Mill Road Bridge over Jeremy River

As noted on my previous memo to Colchester BOS dated February 7, 2014 (copy attached), this bridge was downgraded to a rating of “poor” during the Connecticut DOT’s 2013 biennial bridge inspection due to some structural deficiencies. As a result, the bridge had to be posted with a specific load limit. In an effort to restore the full, unrestricted functionality of this bridge, the Town contracted with Anchor Engineering Services, Inc. to prepare a Feasibility of Improvements Study to look at possible repair/replacement of the bridge. The completed Study, dated July 18, 2014 was recently submitted to the town for review. (Attached is a copy of the Study cover page, Table of Contents and Executive Summary).

Based on a review of the five (5) alternatives listed in the Study’s Executive Summary and on discussions between Anchor Engineering representatives and the Town of Colchester Public Works Director and the Town Engineer, there appears to be two realistic/feasible options as follows:

Alternate 2: Replace superstructure in-kind: cost = \$260,000

Alternate 3: Replace superstructure with prestressed concrete deck units: cost = \$240,000

Both of these options are for a one-lane bridge.

In consideration of excessive cost, potential adverse environmental impact, and the very low daily traffic volume that this bridge is subject to (it essentially serves one privately owned parcel of vacant land), the following alternates are not recommended.

Alternate 1: Repair of Existing Bridge: cost = \$300,000

- This repair alternate is estimated to actually cost more than replacement due to the environmental concerns posed by the presence of lead in the existing repurposed bridge girders. The increased cost is due to the need to manage/contain the lead during sandblasting/reinforcement of deteriorated girders and repainting of all the steel girders. It is actually less expensive to purchase new galvanized girders than to repair the existing girders and it is anticipated that the repair would provide a shorter service life than the replacement options, thus this option does not appear to be economically prudent.

Alternate 4: Full Replacement – 51’ Span one-lane structure: cost = \$860,000

- This option proposes to replace the substructure/footings and abutments in addition to the superstructure creating much more significant disturbance/impacts to the waterway.

Alternate 5: Full Replacement – 80’ Span two-lane structure: cost = \$1,060,000

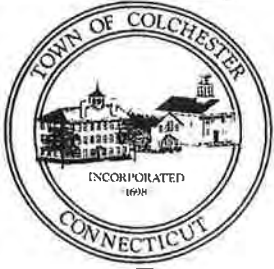
- This option proposes a significantly larger footprint of disturbance to install the, wider and longer two lane bridge superstructure and new substructure/footings and abutments. Also, a two lane bridge does not appear to be warranted given the service parameters of this bridge which essentially serves as a private drive access.

Due to the bridge’s limited service/limited benefits of serving only one parcel/entity, it fails to meet the eligibility requirements for most of the funding sources that were evaluated with exception to possibly the Local Capital Improvement Program (LoCIP) or the Small Town Economic Assistance Program (STEAP). The town’s eligibility to receive LoCIP funds is usually met with other various projects and typically utilized for other municipal needs, therefore; this source is not likely to provide any additional funding specifically for this bridge. The town’s consultant, Anchor Engineering Services, Inc. is prepared to complete and submit the necessary STEAP application for the lump sum fee of \$975.00 which would be paid through the Public Works Department professional services budget. Anchor has indicated they will need authorization to proceed with the STEAP application prior to November 14, 2014 in order to complete and submit the application by the November 28, 2014 deadline. If the town fails to secure STEAP grant funding, it appears that the only funding option for this bridge will be through a designated town budget item.

It is therefore recommended that the Town, through the Public Works and Engineering Department, plan for the replacement of this Paper Mill Road Bridge to occur within the next couple of years, preferably to coincide with completion of the pending STEAP funded Norton Paper Mill Dam removal and site restoration project. Use of the restored Norton Paper Mill site as a staging area would facilitate any planned bridge reconstruction. If the town fails to secure STEAP grant funding, during the next budget process, it is recommended that an amount of \$300,000 (to allow for possible inflation of costs associated with recommended alternates 2 and 3) be designated specifically for the necessary bridge improvements. In the meantime, the bridge should be periodically monitored by town staff and any forthcoming Connecticut DOT bridge reports carefully monitored to determine if conditions change to warrant further load rating reductions or bridge closure till repairs can be made.

RECOMMENDED MOTION:

Motion that the Town of Colchester BOS approve moving forward with a STEAP grant application to be prepared by Anchor Engineering for the design/reconstruction of Paper Mill Road Bridge over Jeremy River as recommended by the Town Engineer.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

February 7, 2014

To: Colchester Board of Selectmen
Copy: James Paggioli – PWD, Maggie Cosgrove – CEO
From: Salvatore Tassone P.E – Town Engineer
Re: Paper Mill Road Bridge over Jeremy River

Based on a review of the recently received Connecticut DOT Bridge Inspection Reports for Local Structures in the Town of Colchester, Bridge No. 05528, Paper Mill Road over Jeremy River was downgraded to a rating of "Poor" as of 2013. As indicated on the attached DOT Bridge Reports cover letter and Town of Colchester Structure Summary Report, the DOT has recommended that the bridge be posted with a load limit rating of between 20 tons to 30 tons depending on type of vehicle. The recommended load limit signs have already been purchased and posted by the town PWD on both sides of the bridge as recommended.

The DOT Bridge report further recommends repairs to portions of steel girder webs which have undergone significant section loss due to rust/corrosion. While these repairs are needed, the main cause of the poor rating is the very significant full length section loss to the bottom flange of the upstream beam/girder #1. Due to these more significant structural deficiencies, the DOT has recommended that "the city engage the services of an engineering firm to determine the best course of action at this structure". "Because the process to rehabilitate or replace a bridge can take five to ten years to complete, the Town is advised to engage the services of a professional engineering firm immediately. This action is required so that any plans necessary for the rehabilitation or replacement of these structures can be prepared prior to the bridges degrading any further and jeopardizing the safety of the traveling public."

As a follow up, the town held an on-site meeting on Friday January 17, 2014 attended by the Town's Public Works and Engineering Departments, the Town's welding contractor, Engineering Consultant and DOT Bridge Safety representatives to further discuss the DOT recommendations and to provide a better understanding for the town's Engineering Consultant to prepare a proposal to conduct a FEASIBILITY OF IMPROVEMENTS STUDY.

As indicated on the attached FEASIBILITY OF IMPROVEMENTS STUDY, proposal by Anchor Engineering Services, Inc., the proposed lump sum fee for the study is \$3,900.00.

RECOMMENDATION:

It is recommended that the Board of Selectmen and the Board of Finance approve a Supplemental Appropriation in the amount of \$3,900.00 to fund the proposed Feasibility Of Improvements Study.

**FEASIBILITY OF IMPROVEMENTS STUDY
OF
BRIDGE NO. 05528
PAPER MILL ROAD OVER JEREMY RIVER
COLCHESTER, CT**

PREPARED FOR

THE TOWN OF COLCHESTER
127 NORWICH AVENUE
COLCHESTER, CONNECTICUT 06415

JULY 18, 2014



ANCHOR
ENGINEERING SERVICES, INC.

41 Sequin Drive
Glastonbury, CT 06033
T: 860.633.8770
F: 860.633.5971

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EXECUTIVE SUMMARY

Paper Mill Road Bridge No. 05528 is a single lane structure over the Jeremy River in the Town of Colchester, Connecticut. Due to deteriorating conditions noted in routine CTDOT inspections, a Feasibility of Improvements Study was completed. Anchor Engineering Services, Inc. was hired by the Town of Colchester to prepare the study and offer the following alternatives and estimated costs:

ALTERNATIVE 1: REPAIR OF EXISTING BRIDGE

Repair existing steel girders G-2 through G-5 and replace G-1 including removal and replacement of the bridge deck to undertake end repairs. The bridge deck and rail will be replaced in-kind with a timber deck and rail. This repair will include modified rip-rap for scour protection.

Estimated Cost: \$300,000

ALTERNATIVE 2: REPLACE SUPERSTRUCTURE IN-KIND

Replace the existing steel girders with new steel girders (in-kind). The bridge deck and rail will be replaced in-kind with a timber deck and rail. This repair will include modified rip-rap for scour protection.

Estimated Cost: \$260,000

ALTERNATIVE 3: REPLACE SUPERSTRUCTURE: PRESTRESSED DECK UNITS

Replace the steel girders with prestressed deck units and reuse existing abutments. New Metal Bridge Rail – Three Beam will be installed. This repair will include modified rip-rap for scour protection.

Estimated Cost: \$240,000

ALTERNATIVE 4: FULL REPLACEMENT – 51' SPAN ONE-LANE STRUCTURE

Replacement of the bridge with a new single lane, single span structure. New Metal Bridge Rail – Three Beam will be installed. This replacement will include deeper footings supported on piles for scour protection. Modified rip-rap scour protection measures will be included.

Estimated Cost: \$860,000

ALTERNATIVE 5: FULL REPLACEMENT – 80' SPAN TWO-LANE STRUCTURE

Replacement of the bridge with a new two lane, single span structure. New Metal Bridge Rail – Three Beam will be installed. This replacement will include deeper footings supported on piles for scour protection. Modified rip-rap scour protection measures will be included.

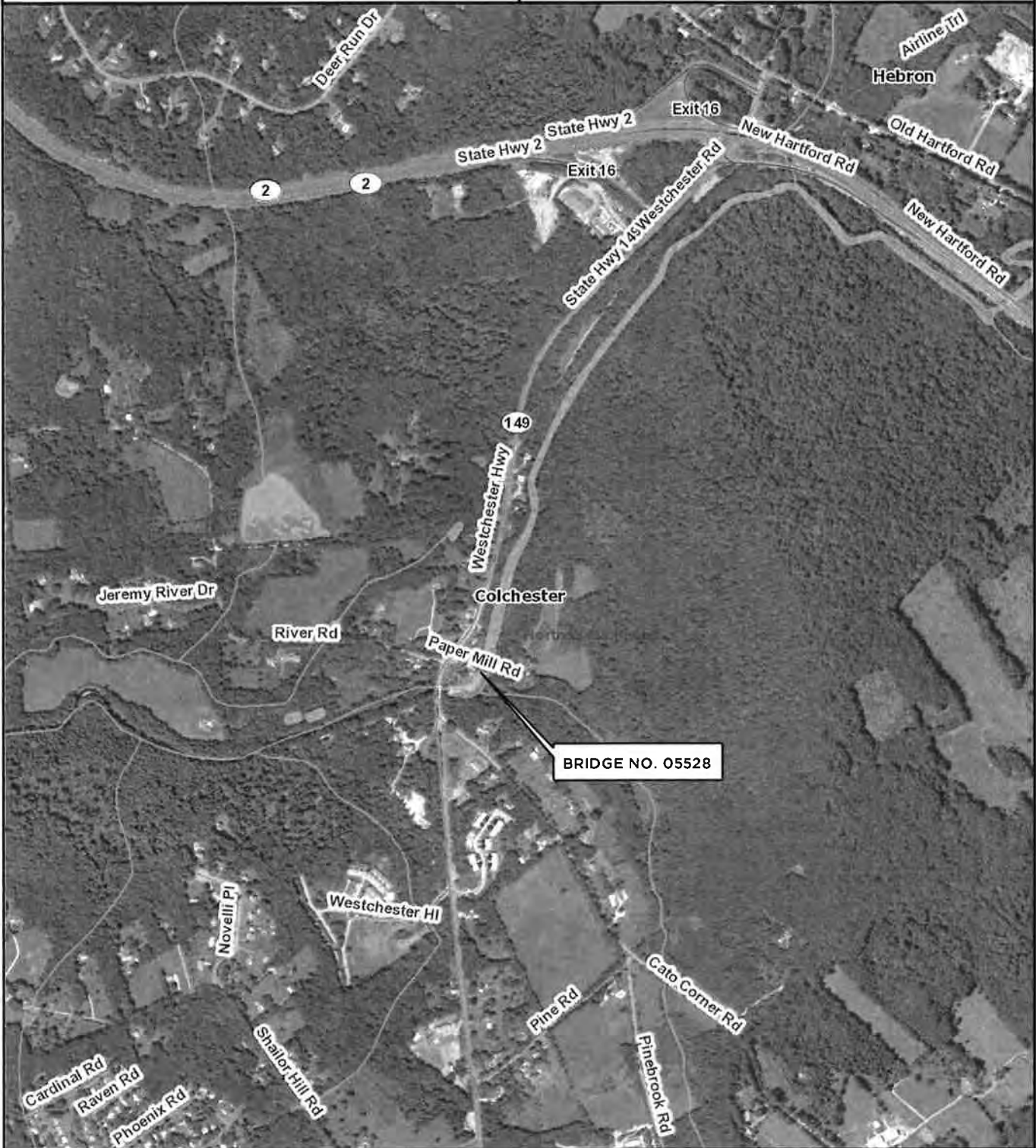
Estimated Cost: \$1,060,000



ANCHOR
ENGINEERING SERVICES INC.

41 Sequin Drive
Glastonbury, CT 06033
Phone: (860) 633-8770
Fax: (860) 633-5971

SITE LOCATION MAP
PAPER MILL ROAD BRIDGE NO. 05528
COLCHESTER, CONNECTICUT



CTDEP
2010 AERIAL &
BASEMAP

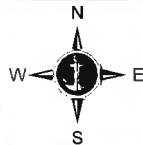


FIGURE
1

PROJECT
084-013

DATE
JULY 2014

INTRODUCTION

Paper Mill Road Bridge No. 05528 is a single lane structure over the Jeremy River in the Town of Colchester, Connecticut. The bridge is located 0.1 miles east of Route 149 (Westchester Road), approximately 1 mile south of the Route 2 Exit 16 interchange. Ruins of the Norton Paper Mill are located in the southwest corner of the site with the Norton Paper Mill Dam immediately downstream of the bridge.

Due to deteriorating conditions noted in routine CTDOT inspections, see Appendix A, alternatives are being evaluated for rehabilitation and replacement. The following study outlines existing conditions, rehabilitation alternatives, cost estimates, and potential funding sources.

EXISTING CONDITIONS

Bridge No. 05528 built in 1987 was designed by Luchs Associates, Inc. Design plans, but not as-built plans, are available and provided in Appendix B.

ROADWAY & GEOMETRY

The existing bridge is a single lane structure which provides sole access to three parcels owned by the Colchester Fish & Game Club. The bridge is 53'-9" long and 13'-8" wide with a clear span of 51' and curb to curb width of 12'-1".



Figure 2: Bridge looking West



Figure 3: Bridge looking East

SUPERSTRUCTURE

The superstructure has five steel 24x76 W shaped girders (Wide-flanged I-girders) at 2'-8" spacing. For discussion, the first is the most northerly, and sequentially to the fifth which is the most southerly. The steel girders have no stiffeners. There are intermediate and end diaphragms constructed of MC 18x45.8 channel sections 2' from the ends and 18' from the ends (1/3 points) and welded to the girder webs. Bearings are 10"x1'-8"x3/4" plates with heavy laminar rust penetrating through the plates. There are two anchor bolts per plate, one on either side of each girder. All girders are negatively cambered. This may indicate excessive section loss, fatigue, or over-stress. The paint is significantly deteriorated. The beam ends and topside of bottom flanges are heavily rusted. The underside of bottom flanges and webs are pitted and rusted. The underside of top flanges vary between heavily rusted and pitted and rusted.



Figure 4: Girder 1 looking East



Figure 5: Girder 5 looking East

A table summarizing section loss per girder region is provided in Appendix A.

The girder coating is the original paint from 1987, or earlier if the girders were salvaged and repurposed for the bridge. Testing of the paint shows a lead content of 74.6 mg/kg. Based on this concentration, the lead paint will not need to be managed as a Resource Conservation and Recovery Act hazardous waste. How the lead in the paint will be handled during construction will be a function of the scope of the paint-disturbing activities and (to a lesser extent) the funding source. Due to the presence of lead in the paint, some consideration of lead management during construction will be required. DOT recently changed their lead specifications so that they are slightly less prescriptive and more based on compliance with the OSHA lead standard for construction activities. Specific requirements for lead management will be determined at the time of bid package development.

DECK

The deck consists of nail laminated Douglas Fir 2x8 oriented vertically and continuous in 4' long panels. The deck is clip-bolted to the girders at 3' spacing. The exterior girder is clip-bolted on the interior side only. The timber deck is treated with a wood preservative, and a waterproofing coating both top and bottom. There is a 1" bituminous wearing surface on top of the timber deck. There is a timber railing and curb on both sides with intermittent scuppers for overside drainage. Timber decks have a design service life of 20 years, and this deck has been in place 27 years. Waterproofing measures appear to have been effective at extending the service life of this deck. Based on this design service life, the deck is due for replacement.

SUBSTRUCTURE

The abutment is 5'-8" high from top of footing to seat of girders. It is perpendicular to the girders (no skew) and close to perpendicular to the Jeremey River. It is a stacked stone masonry abutment that was encased in lightly reinforced concrete. The abutment wall is supported on a spread footing on soil. The bearing seat width is 3'-8". The abutment backwall is 1'-6" thick and cast up to the top of deck.

SCOUR

Current inspection reports rate the structure as scour critical, with noted contraction and abutment scour. Scour countermeasures were installed in 1998 as a result of significant undermining at both abutments. To repair the bridge, a cofferdam of cement bags was built surrounding the footing and

then backfilled with grout. A survey of the water depth showed an average of 5', especially on the east side of the river. Rip-rap was stacked in front of the abutment for scour protection. There are no sheet piles in front of the abutment.

ALTERNATIVES FOR REHABILITATION

As part of the feasibility study, the following alternatives were evaluated including the estimated cost of surveys, mapping, engineering design, hydrologic and hydraulic analysis, environmental permitting, construction costs, and construction administration costs.

ALTERNATIVE 1: REPAIR OF EXISTING BRIDGE

Repair existing steel girders G-2 through G-5 and replace G-1 including removal and replacement of the bridge deck to undertake end repairs. The bridge rail will be replaced in-kind with a timber rail. This repair will include modified rip-rap for scour protection.

Alternative 1 includes \$20,000 for a new timber deck. The existing deck may be re-used to reduce cost at the option of the Town.

Estimated Cost: \$300,000

ALTERNATIVE 2: REPLACE SUPERSTRUCTURE IN-KIND

Replace the existing steel girders with new steel girders (in-kind), and replace the timber deck. The bridge rail will be replaced in-kind with a timber rail. This repair will include modified rip-rap for scour protection.

Alternative 2 includes \$20,000 for a new timber deck. The existing deck may be re-used to reduce cost at the option of the Town.

Estimated Cost: \$260,000

ALTERNATIVE 3: REPLACE SUPERSTRUCTURE: PRESTRESSED DECK UNITS

Replace the steel girders with prestressed deck units and reuse existing abutments. New Metal Bridge Rail – Three Beam will be installed. This repair will include modified rip-rap for scour protection.

Estimated Cost: \$240,000

ALTERNATIVE 4: FULL REPLACEMENT – 51' SPAN ONE-LANE STRUCTURE

Replacement of the bridge with a new single lane, single span structure. New Metal Bridge Rail – Three Beam will be installed. This replacement will include deeper footings supported on piles for scour protection. Modified rip-rap scour protection measures will be included.

Estimated Cost: \$860,000

ALTERNATIVE 5: FULL REPLACEMENT – 80' SPAN TWO-LANE STRUCTURE

Replacement of the bridge with a new two lane, single span structure. New Metal Bridge Rail – Three Beam will be installed. This replacement will include deeper footings supported on piles for scour protection. Modified rip-rap scour protection measures will be included.

Since the State will not fund a one-lane bridge, Alternative 5 was prepared with two-lanes. Since a new bridge would not be accepted if it causes a constriction of the river, an increased length of 80' to span the river was used. Hydraulic analysis would be required to confirm this assumption in design. Alternative 5 meets State and Federal standard for width and length and would be the project required to obtain State and Federal funding. However, due to the low Average Daily Traffic (ADT) being less than 500, it is highly unlikely that the State and Federal governments will fund this project.

Estimated Cost: \$1,060,000

COST SUMMARY

Refer to Appendix D for detailed advance planning cost estimates and Advance Planning Studies. A summary of the estimated costs are as follows

REHABILITATION	ESTIMATED COST
Alternative 1: Repair of Existing Structure	\$300,000
Alternative 2: Replace Superstructure In-Kind	\$260,000
Alternative 3: Replace Superstructure: Prestressed Deck Units	\$240,000
Alternative 4: Replacement – 51' Span One-Lane Structure	\$860,000
Alternative 5: Replacement – 80' Span Two-Lane Structure	\$1,060,000

EVALUATION OF SCOUR

Each alternative will include a full scour evaluation and countermeasure design to ensure the above noted measures are adequate.

The existing site has a history of contraction scour due to the upstream and downstream river widths as compared to the bridge opening. The existing downstream dam currently increases backwater, and reduces flow velocities under larger storm events. The existing dam is slated for removal. This may result in increased velocities at the structure and increased scour. A Sediment Transport Assessment prepared by Fuss and O'Neill is provided in Appendix C evaluating the potential impacts to Bridge No. 05528.

EVALUATION OF FUNDING SOURCES

The bridge was inspected September 2013 and received a sufficiency rating of 34.44% (downgraded from previous October 2011 sufficiency rating of 75.92%). A sufficiency rating below 50 makes the bridge eligible for rehabilitation or replacement funding from both state and federal governments. A summary of possible funding sources follows, these include:

- Local Transportation Capital Improvement Program (LOTICIP)
- State and Federal Local Bridge Program
- Small Town Economic Assistance Program (STEAP)
- Local Capital Improvement Program (LoCIP)

LOCAL TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM

The Local Transportation Capital Improvement Program (LOTICIP), established in 2013, provides State funds to urbanized area municipal governments in lieu of Federal funds otherwise available through Federal transportation legislation. The LOTICIP is intended primarily to address regional transportation priorities through capital improvement projects prioritized and endorsed by the RPOs (Regional Planning Organizations), not maintenance-type work.

Due to the limited service provided by Paper Mill Road, LOTICIP funding may not be available.

STATE AND FEDERAL LOCAL BRIDGE PROGRAM

The CTDOT Eligible Bridge List, dated February 19, 2014, contains Paper Mill Bridge No. 05528 and provides a sufficiency rating of 38.61% and a priority rating of 36.61%. Further the bridge is considered both structurally deficient and functionally obsolete. The bridge is listed as eligible under both State and Federal Local Bridge Programs.

State Local Bridge Program

The Program provides for State financial assistance in the form of a grant-in-aid to municipalities for the removal, replacement, reconstruction or rehabilitation of local bridges. Municipal grant percentages are calculated annually based on the most recent Adjusted Equalized Net Grand List Per Capita (AENGLC) of a municipality. Colchester's FY 2015 percentage is 48.2% for reimbursement.

If a Commitment to Fund a project is issued, the grant percentage assigned to a project at the time of the Commitment to Fund will remain unchanged for the life of the project, regardless of any subsequent changes in a municipality's grant percentage.

To be eligible for the State Local Bridge Program, it is anticipated the State would require rehabilitation with a 2-lane structure. At this time, applications for FY 2015 are no longer being accepted. All applications received on or after May 16, 2014 will be held and considered for possible funding next year.

Federal Local Bridge Program

From time to time, CTDOT has been able to make funding available from Connecticut's off-system allotment from the Federal Highway Administration's Highway Bridge Program (HBP - formerly known as HBRRP). Under the new MAP-21 federal aid legislation, the off-system bridge

program has been moved into the STP program, although the same eligibility rules still apply. This program provides reimbursement of up to 80% of eligible project costs, for all phases of a project.

To be eligible for Federal funding, the bridge must be listed on the National Bridge Inventory (NBI); be municipally owned and/or maintained; be structurally deficient, functionally obsolete, or scour-critical; have a sufficiency rating less than 80 (except for approved systematic maintenance program projects); must carry a public road classified by Federal guidelines as being either a "urban local" road, a "rural local" road, or a "rural minor collector"; and must not have received Federal funding within the last 10 years. Federal funding will require clarification of right-of-way and ownership of the bridge.

Applications for the Federal Local Bridge Program may be submitted at any time as there is no deadline for these applications. Per CTDOT, the Federal Local Bridge Program will not fund private owned bridges that are maintained by a municipality.

SMALL TOWN ECONOMIC ASSISTANCE PROGRAM (STEAP)

The Small Town Economic Assistance Program (STEAP) funds economic development, community conservation and quality of life projects for localities that are ineligible to receive Urban Action (CGS Section 4-66c) bonds. This program is administered by the Connecticut Office of Policy and Management.

STEAP funds are issued by the State Bond Commission and can only be used for capital projects. Projects eligible for STEAP funding including constructing, reconstructing, or repairing roads, access ways, and other site improvements as well as transportation and public safety.

Towns are eligible for up to \$500,000 in STEAP funding per year. The Town of Colchester has secured STEAP funding for the FY 2014 for the removal of Norton Paper Mill Dam, removal of the mill ruins and development of a park. The FY 2015 application will be announced in the future, at which time the Town of Colchester may apply for up to \$500,000.

LOCAL CAPITAL IMPROVEMENT PROGRAM (LoCIP)

The Local Capital Improvement Program (LoCIP) distributes funds to municipalities to reimburse the cost of eligible local capital improvement projects such as road, bridge or public building construction activities. A municipality can request LoCIP funds by completing a simple application form for project approval and project reimbursement that gives a general description of the project, its work location, and the actual cost of the project. Each year, the State Office of Policy and Management (OPM) provides a formula based entitlement to each municipality's available LoCIP balance. These funds can accumulate from year to year.

Per the OPM, Colchester's LoCIP funding is approximately \$120,000 per year.

FUNDING SUMMARY

A summary of the funding sources, is as follows.

PROGRAM	FUNDING
LOTICIP	Likely unavailable, due to limited service of bridge
State Local Bridge	48.2% current reimbursement, 2-lane bridge requirement anticipated
Federal Local Bridge	Max. 80% reimbursement, Municipal ownership required
STEAP	Up to \$ 500,000 grant per FY
LoCIP	\$120,000 ± annual allocation to Town



Colchester Public Schools

Kendall J. Jackson,
Director of Educational Operations

To: Stan Soby, First Selectman
From: Ken Jackson, Director of Educational Operations
Date: October 31, 2014
Subject: Roof Evaluation Proposals

As part of the development of a long range capital improvement plan Jim Paggioli and I discussed with you our recommendation that Colchester contract out a comprehensive roof evaluation for the Town and Board of Education facilities. Attached please find three proposals for the evaluation. Each company was sent the same scope of work to submit a proposal; however, the price range in the submissions is large. A cost summary follows.

COMPANY	COST PROPOSAL
The Garland Company, Inc. 101 Penwood Crossing Glastonbury, CT 06033	\$5,775.00
Northeastern Roofing Consultants 9 Cranberry Lane Kennebunk, ME 04043	\$58,000.00
RLS Group LLC 6 Strongs Avenue Portland, CT 06492	\$2,750.00

Although not the least expensive proposal it is my recommendation that we award the work to The Garland Company. I contracted with this company for a roof evaluation for the Middletown Public Schools (15 facilities) and I can attest to the quality and comprehensiveness of the report they prepared.

Please let me know how you decide to proceed.

Thank you.

pc: J. Mathieu
J. Paggioli

THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
PHONE: (216) 641-7500 • FAX: (216) 641-0633
NATIONWIDE: 1-800-321-9336



since 1895

Colchester Public Schools

Attn: Kendall Jackson, Director of Educational Operations
Colchester, CT 06415

January 09, 2014

Re: Roof Management Program

Dear Mr. Jackson,

Thank you for allowing The Garland Company to provide you the cost for setting up our roof management program, "The Dry Zone". As you recall, this is a web based program that can be customized for customers to meet their needs.

We, at Garland understand that you look to have this report for the Building list you provided and have it submitted to your Office by an agreed upon date, which we will meet.

The "DryZone" will include the following:

- 1) Initial site visit to verify roof measurements, and photographs, confirmation of construction
- 2) Reporting of existing conditions and offer solutions for repair, budgets.
- 3) Include all existing warranties, documentation into "Dry Zone"(completed later)
- 4) Assist in developing response team for emergency or routine actions
- 5) Training and assistance in running program for staff

Breakdown of Cost per Building – Bacon Academy - \$1,050.00
JohnstonMiddle - \$1,050.00
Jackter School - \$1,050.00
Colchester Ele. - \$700.00
Town Hall - \$500.00
P.W. Garage - \$500.00
Fire Dept. - \$425.00
Cragin Library - \$500.00

If there are any questions or the proposal needs clarification, please do not hesitate to call

Respectfully Submitted,
Gordon Rossi Jr.
Territory Manager



April 29, 2014

Mr. Kendall J. Jackson
Director of Educational Operations
Colchester Public Schools
Colchester, CT 06415

RE: Roof Evaluation Program
Colchester Public Schools and Town Facilities
NE Proposal # 14116

Dear Mr. Jackson;

Per your request Northeastern Roofing Consultants, LLC independent consultants specializing in roofing, waterproofing, masonry, pavement and windows, is pleased to submit this proposal to provide a roofing assessment for the Colchester Connecticut Public Schools and Colchester Town facilities.

The purposes of our services will be two fold, the first is to provide a full audit of the existing roof systems installed at the Bacon Academy, William J. Johnston Middle School, Jack Jackter School, Colchester Elementary School, Town Hall, Public Works Garage, Fire Department and Cragin Memorial Library facilities, provide a comprehensive evaluation report of the existing roofing components and related detail conditions, and provide all of the necessary documentation required to develop accurate recommendations for repair solutions and budget estimates.

Additionally our purpose will be to provide the research into and identification of existing roof warranties, the development of a local response group for roof leak emergencies or general maintenance and to provide roof management training to the School and Town maintenance staff.

Northeastern's services will be as follows:

Phase I Roof Assessment

Initial Meeting

Prior to commencing with the physical roofing audit an initial meeting will be held to discuss the historical data on each facility. This data should consist of as much information on the buildings that can be located such as, the building ages to include additions and renovations, existing warranty or contractor records, maintenance history, leak and construction histories. Any record that is available will be very helpful in determining roof ages, installation contractors and identifying what manufacturer's system was installed.

Interior Inspection

Where visible the interior side of the roof decks beneath the subject roof areas will be inspected for rot, rust, sagging and deterioration or other conditions that may affect a sound substrate. Where visible, deck areas will also be inspected to determine if they are wall supported or non-wall supported structures.

Roofing System Identification

Basic roof system identification will be provided as part of the audit, this will include the classification of each roof area into its base category of Built Up, Modified, Single Ply or Shingle / Slate. Each roof area will also be subcategorized to include its specific classification, for example a Built Up roof could be constructed using asphalt or tar and can be gravel surfaced, smooth surfaced or smooth surfaced coated. Single Ply systems have a multitude of subcategories and will be identified as EPDM, PVC or TPO, fully adhered, mechanically attached or ballasted. Each roof area on all buildings will be categorized.

Measure

Each individual roof section will be measured to develop accurate roofing square footage. Measurements will be provided on building footprint drawings.

Drainage

Drainage will be evaluated at each roof elevation to determine whether the existing design and drain layout has functioned or if ponding water has become an issue, slope and taper will also be evaluated for function. In addition to assessing the roof slope, the actual drain components will be evaluated. Drain bowls will be inspected, sump will be assessed and drain conditions will be analyzed, gutter details if applicable will also be inspected for attachment and appropriate sizing and metal gauge.

Perimeter Terminations

Perimeter terminations will be assessed, coping covers or metal edge details if applicable, will be examined for attachment, presence of wood blocking, presence or usage of metal cleats, or screw attachment. Perimeter metal details will also be examined to determine if they interlock with the buildings existing siding details. Perimeters will also be evaluated

for height should additional insulation become required for either a taper layout or added thermal performance as part of a future roof replacement project.

Roofing Details

All existing roofing details including curb mounted equipment, pipe penetrations, refrigeration equipment, HVAC and ventilation equipment, satellite dishes and antennas, conduit lines and roof mounted gas lines, will be assessed for proper flashing terminations, it will be determined if existing roof top equipment will need to be raised to accommodate a future roof system or if equipment is damaged or obsolete and should be removed / replaced as part of a future roofing project. Equipment will also be assessed to note if discharge or equipment related service chemicals are having a deteriorating effect on the existing roof system.

Field of the Roof

The existing field of the roofs will be evaluated at each section for wear from moisture abuse relating to poor drainage and ponding water, the field will also be evaluated for wear and abuse caused by foot traffic from maintenance or service personnel. The roofing field and base flashing details will be analyzed for blisters, cracks, ridging or splitting caused by moisture infiltration, age and movement. In addition membrane systems will be examined for tears, punctures, pinholes, bridging at flashing details, weakness at seam areas and evaluated to determine overall conditions and remaining service life.

In total, Northeastern will provide a complete inventory of the existing roof areas to capture the detail conditions so that accurate replacement budgets and maintenance repairs can be developed. The inventory will include the evaluation of the following:

- General appearance
- Flashing composition, attachment and conditions
- Counter flashing, attachment, composition and condition
- Surface conditions
- Membrane conditions
- Perimeter coping cover composition
- Interior parapet walls or edge detail composition
- Roof edging / fascia composition and attachment
- Pitch pocket usage and composition
- Roof top equipment inventory and composition to include skylights
- Equipment housing
- Roof penetration including structural penetrations, vent / plumbing and heat exhaust penetrations
- Expansion joint design and composition
- Drain composition and layout
- Roofing component composition

Photographic Documentation

Photographs will be taken of each roof area, including the field, details, perimeters, drainage details and the surrounding building layout as it may relate to a future construction set up. In all areas photographs will be taken to depict specific existing conditions and general overviews.

Report Documentation

The field data gathered on site will be compiled into a comprehensive individual report for each site which will present the following:

- Catalog of existing roof systems.
- Results of drainage evaluation including slope, function and design recommendations for improvements. Assessment and detailing of drain components and recommendations for future use or replacement.
- Assessment of perimeter terminations to include wall and edge detail configurations, conditions and recommendations.
- Cataloging of all existing roof top equipment, penetrations and details to include conditions noted and recommendations.
- Assessment of the roofing field and flashing conditions to include weathering conditions and performance.
- Catalog of roof conditions noted and recommendations.
- Maintenance recommendations based on immediate and annual over 5 year period.
- Photographs will be presented to include written descriptions and notes highlighting detail features.
- Roofing repair and maintenance budget estimates will be provided.
- Roofing construction budget estimates will be provided.
- Using the School's existing footprint drawing, a reproduction will be provided with roof top measurements.

Service Fees

The service fees to provide the complete roof evaluation for the Colchester Public Schools and Town Facilities are based on time in the field to measure and assess roof area conditions and time in the office for report development. All service fees include travel costs and related expenses and are also developed to include any applicable site meetings prior to the start of work and for the report presentations and follow up.

The pricing has been developed as an individual project per building, if the School and Town officials elected to hire Northeastern as a single consulting firm to provide the assessments pricing will be reduced.

Field time estimates were developed based on the review of satellite imagery of the subject buildings and were developed based on roof access being provided.

Bacon Academy	\$10,620.00
William J. Johnston Middle School	\$10,620.00
Jack Jacketer School	\$9,260.00
Colchester Elementary School	\$9,260.00
Town Hall	\$4,760.00
Public Works Garage	\$4,760.00
Fire Department	\$4,760.00
Cragin Memorial Library	\$4,760.00
Total Costs Phase I	\$58,800.00

Phase II Roof Management

The Roof Management phase of the program will be broken into three separate parts, Warranty Review, Leak Response and Maintenance and Roof Management Training. Below is a brief outline of what each service part will include as a base, but pricing for these services can not be fully developed without the full understanding of roof conditions and existing roof data.

For example, at this point we have no gauge for how much warranty information there is available to review and how extensive our research will need to be. It would also be very helpful to get an understanding for the level of experience of the existing School and Town maintenance crews and to what extent they are to be involved.

For these reasons Northeastern requests a discussion with school and town management officials to determine the extent of the program.

Part One Warranty Review

Northeastern will review all existing documentation that the School and Town maintain to identify the applicable roofing material manufacturers and roofing contractors who have installed roofing at your sites. In circumstances where a paper trail can not be located, Northeastern will request access to the Town's building permit archives to identify the names and obtain contact information of the applicable roofing contractors.

Contact will be made with each party to identify specific existing labor and material warranties. For roof areas covered under an active warranty a manufacturer's inspection will be requested to ensure that the warranty is valid.

Items determined to be in need of repair by the manufacturer and are covered under the terms of the warranty will be coordinated for repair.

Part Two Leak Response and Maintenance

Northeastern will assist the School and Town departments in the review and selection of an appropriate roofing contractor pool to provide response to roof leak situations and general maintenance.

Northeastern recommends that the contractor selection is based on historical service providers, contractors approved by the applicable material manufacturer's whose material is installed at the site and contractors located in a close proximity to the sites for emergency service.

Part Three Roof Management Training

The specifics of a training program for the School and Town maintenance workers is reliant to a large extent based on the existing conditions at the sites and if roofing warranties are valid.

In general Northeastern will provide training to the maintenance personnel that will include outlining when to clean roof drains, how to perform a simple maintenance inspection and what materials to use to perform simple maintenance repairs.

If the School and Town would like more extensive training can be provided, this training would include hands on roofing repair methods based on the existing roof composition and conditions.

Northeastern Roofing Consultants would like to thank you for this opportunity to be of service to the Colchester Public Schools and to the Town of Colchester Connecticut. We look forward to an opportunity to review and discuss our proposal with you.

Sincerely,

Jeff Radel
Owner
Northeastern Roofing Consultants LLC

R & S Group LLC

6 Strongs Ave

Portland, CT 06492

Office 860-342-4121

Cell 860-559-5175

Fax 860-342-1683

Colchester Board of Education
315 Halls Hill Road
Colchester, CT 06415
Attn: Ken Jackson

Thank you for the opportunity to bid on surveying and reporting on the roofs listed below. I am please to submit a quote for the Scope listed below. Please do not hesitate to call if you have any questions.

Scope of Work

- 1) Initial site visit to verify roof measurements, and photographs, confirmation of construction.
- 2) Reporting of existing conditions and offer solutions for repair, budgets.
- 3) Research and document all existing warranties.
- 4) Assist in developing response team for emergency or routine actions.
- 5) Training and assistance in running program for staff.

To follow is a listing of the facilities.

Bacon Academy
611 Norwich Avenue
Colchester, Ct 06415
Contact: Ray Watson, Head Custodian
192,564 Sq. Ft.
1993

William J. Johnston Middle School
360 Norwich Avenue
Colchester, CT 06415
Contact: Joe Cocomo, Head Custodian
135,200 Sq. Ft.
1954 / Reno – 1989

Jack Jackter School
215 Halls Hill Road
Colchester, CT 06415
Contact: Dave Fitzgerald, Head Custodian
118,000 Sq. Ft.
1966 / Reno 2005

Colchester Elementary School
315 Halls Hill Road
Colchester, CT 06415
Contact: Matt Childress, Head Custodian
108,685 Sq. Ft.
2002

Town Hall
127 Norwich Ave.
Colchester, CT 06415
Contact: Jim Paggioli, Director of Public Works
23,000 Sq. Ft.
1989

Public Works Garage
300 Old Hartford Road
Colchester, CT 06415
Contact: John Jones, Director of Operations
8,494 Sq. Ft.
Circa 1960

Fire Department
52 Old Hartford Road
Colchester, CT 06415
Contact: Walter Cox, Chief
16,240 Sq. Ft.
1988


Cragin Memorial Library
8 Linwood Avenue
Colchester, CT 06415
Contact: Roland Brunet, Night Lead Custodian
21,598 Sq. Ft.
2002

The cost for performing this work according to the scope of work listed above is **\$2,750.00** I will also provide a detailed roof plan with square footages per section for each facility with replacement budget numbers per roof area. The report will also include repair/ maintenance budget figures as well. Attached is a sample roof plan you will receive for each building.

Thanks again for this opportunity.

Greg Rose
860-559-5175

Town of Colchester Interoffice Memorandum

To: Stan Soby, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: 10-28-14
Re: Conn DOT Master Municipal Agreement for Right of Way Projects

The Department of Transportation is attempting to streamline State and Federal funded project timelines by developing a Master Municipal Agreement for Right of Way Acquisition portion of the projects. These projects usually consist of Conceptual Design and Grant approval; Design; Right of Way Acquisition; and then Construction and Inspection. Right of Way acquisition includes both property takings, permanent and temporary easement, and access right for properties that are adjacent to or incorporated into these funded projects. The process for obtaining these rights are dictated by the "Uniform Relocation and Real Property Acquisition Act of 1970" with amendments, and "Information Guide for Rights of Way Acquisition Activities (2013)".

In projects that are State/Federal funded that involves local roads, the portion of the project that includes Right of Way Acquisition can be handled by one of two options: either the municipality or the State of Connecticut DOT Right of Way Office and each project previously required and individual agreement for the assignment of the responsibility to the party conducting the work.

In some larger municipalities, the Town has conducted the acquisition work. They usually have attorneys, surveyors, and other professionals on staff or under contract to conduct the mapping, appraisal, negotiation and legal description and deed filing work. Towns that choose this method are eligible for a portion of the project reimbursement for staff costs, and are inclined to believe that their constituents would prefer to negotiate with local entities. However, all work and review / inspection of that work is still conducted within the DOT and FHWA and must conform or forfeiture of the reimbursement occurs.

The other alternative is that the State DOT Office of Right of Ways handles and administers all portions of the Right of Way Acquisition for the project. The work is reimbursed to the State in accordance with the project funding formulas, (i.e. 80% State, 20% Municipal or 90% Federal 5% State 5% Municipal; etc... Dependent upon the funding source). In these cases the Town pays into a demand account and funds are withdrawn by the State as required. The municipality does not conduct the acquisition work, however is responsible to pay for its portion of the work regardless of timeframe and outcomes of litigation.

The Master Agreement is the formalization of the responsibilities that would apply to either options of the Right of Way Acquisition process on a Municipal project funded by State and Federal Funds. Should the Town obtain the approval for a funded project, this agreement would streamline the process. I would recommend that the First Selectmen be authorized to sign the Master Municipal Agreement for Right of Way Projects with the State of Connecticut Department of Transportation.

Proposed Motion: Resolved: that the First Selectman be authorized to enter into a Master Municipal Agreement for Right of Way Projects for the Town of Colchester, with the State of Connecticut Department of Transportation, and sign all necessary documents.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:

(860) 594-2462

October 24, 2014

The Honorable Stan Soby
First Selectman
Town of Colchester
127 Norwich Avenue, Suite 201
Colchester, CT 06415

10-27-14P02:52 RCVD

Dear First Selectman Soby:

Subject: Master Municipal Agreement for Rights of Way Projects

The Connecticut Department of Transportation (Department) is pleased to introduce a new way of doing business with the municipalities of Connecticut. The enclosed Master Municipal Agreement for Rights of Way Projects (MMA ROW) is the second in a series of agreements that will fundamentally improve how the Department conducts business with its municipal partners by dramatically streamlining the agreement process.

It is anticipated that once an MMA ROW is executed with your municipality, project specific information and monetary terms will be set forth in a Project Authorization Letter (PAL) issued by the Department to the municipality for individual rights of way projects. PALs are expected to take only days to execute, as opposed to the numerous months currently required executing individual project agreements.

This ten-year term MMA ROW covers either the Department or the Municipality taking on the responsibility for the administration of the rights of way phase of a particular municipal project. The MMA ROW includes standard terms, conditions and contracting "boiler plate" language that should govern all municipal rights of way projects involving the Department which are undertaken throughout the ten-year term.

The Honorable Stan Soby

-2-

October 24, 2014

Although the Department may not have a rights of way project in your municipality at this time, execution of this agreement will streamline future project specific business with the Department.

It is my great hope that you will sign the enclosed agreement and join the Department in this new and innovative way of doing business that will improve delivery of Department services to its customers.

Please process the MMA ROW in accordance with the enclosed instructions and return the agreements, along with your authority to sign, to me at the letterhead address. If you have any questions, please contact Mr. Robert W. Ike at (860) 594-2444.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'T. J. Obey', with a stylized flourish at the end.

Terrence J. Obey
Director of Rights of Way
Bureau of Engineering and Construction

Enclosures

INSTRUCTIONS FOR PROCESSING MMA ROW

Enclosed are two copies of the Master Municipal Agreement for Rights of Way Projects (MMA ROW) between the State of Connecticut and the Municipality.

Please do the following promptly:

1. Your signature should be affixed to the two copies of the MMA ROW. Please sign your name as it appears on the signatory page.
2. Attach the original Council / Board of Selectman resolution (see enclosed sample) authorizing you, by name and title, to sign these copies of the MMA ROW. For consistency, please see that your name appears in the resolution as shown in the preamble and signatory pages of this MMA ROW.

Please return two signed copies of the MMA ROW (must be signed within 30 days of the original council resolution) on or before November 24, 2014 so that the Department may process them for State signatures. A fully executed copy of the MMA ROW will be returned to you upon its completion.

RESOLUTION

RESOLVED, that Stan Soby, First Selectman is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Rights of Way Projects".

ADOPTED BY THE _____ OF
THE TOWN OF _____, CONNECTICUT, THIS
_____ DAY OF _____, 2014.

Clerk _____

(seal)

Date

**MASTER MUNICIPAL AGREEMENT
FOR RIGHTS OF WAY PROJECTS**

THIS MASTER MUNICIPAL AGREEMENT FOR RIGHTS OF WAY ACTIVITIES (“Master Agreement” or “Agreement”) is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION (the “DOT”), and the Town of Colchester, 127 Norwich Avenue, Colchester, Connecticut 06415 (the “Municipality”). The DOT or the Municipality may each be referred to individually as the “Party” and collectively may be referred to as the “Parties.”

WHEREAS, the Municipality undertakes, and may financially participate in, rights of way activities, in conjunction with improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the DOT, the federal government, or both; and

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the Municipality or the DOT takes on the responsibility for the administration of the rights of way phase of a particular municipal project, and the parties wish for this Master Agreement to address the rights of way phase of the Municipality or State’s administered projects; and

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98e and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

Article 1. Definitions. For the purposes of this Master Agreement, the following definitions apply:

1.1 “Administer,” “Administering” or “Administration” of the Rights of Way Project means conducting and managing operations required to perform and complete the Rights of Way Project, including performing the work either by the Municipality or the DOT, as applicable to the particular Rights of Way Project, in whole or in part, undertaking all of the administrative-duties related to and required for the completion of the Rights of Way Project.

1.2 “Authorization to Proceed Notice” means the written notice from the DOT to the Municipality authorizing the Municipality to Perform its obligations for the Rights of Way Project

Master Municipal Agreement for Rights of Way Projects

under the PAL.

1.3 "Authorized Department of Transportation (DOT) Representative" means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.4 "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.5 "Demand Deposit" means an amount of money due to the DOT from the Municipality.

1.6 "Designated Official" means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.7 "DOT-provided Services" means the work that the DOT is responsible to Perform for the Rights of Way Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.8 "Effective Date" means the date which the Master Agreement is executed by the DOT.

1.9 "Funding" means funds from the state government, the federal government, or a combination of any of the foregoing, designated for a particular Rights of Way Project, as specified in the Project Authorization Letter.

1.10 "Municipality Parties" means a Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to Perform under the Master Agreement in any capacity.

1.11 "Municipal Project" means a project undertaken by the Municipality for improvements on locally maintained or owned roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. §101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights of way phase, and construction phase.

1.12 "Official Notice" means notice given from one Party to the other in accordance with Article 11.

1.13 "Perform" means for purposes of this Master Agreement, the verb "to perform" and the performance of the work set forth in this Master Agreement which are referred to as "Perform,"

Master Municipal Agreement for Rights of Way Projects

“Performance” and other capitalized variations of the term.

1.14 “Plans, Specifications, and Estimates (PS&E)” means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.15 “Project Amount” means the total estimated cost to complete the Rights of Way Project, as estimated at the time of the DOT’s issuance of the PAL.

1.16 “Project Authorization Letter (“PAL”)” means the written document that authorizes the distribution of Funding to the Municipality for the specific Rights of Way Project during a specified period of time.

1.17 “Records” means all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Rights of Way Project, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

1.18 “Rights of Way Project” means the necessary activities to acquire property in conjunction with a Municipal Project, including, but not limited to, appraisals, title searches, property map reviews, negotiations, and closings.

1.19 “State” means the State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

1.20 “Term” means the duration of the Master Agreement.

1.21 “Termination” means an end to the Agreement prior to the end of its term whether effected pursuant to a right which the Agreement creates or for a breach.

Article 2. Issuance and Acknowledgment of PALs for Rights of Way Projects.

2.1 Issuance of PAL.

The DOT shall issue to the Municipality a PAL for the applicable Rights of Way Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Master Agreement will address Rights of Way Projects and will not address the design or construction phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin Performing work with respect to the Rights of Way Project. Additional required steps and approvals are set forth in this Master Agreement.

2.2 Written Acknowledgement of the PAL.

Master Municipal Agreement for Rights of Way Projects

In order for the terms of the PAL to become effective and binding on both Parties, the Municipality shall return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the "Written Acknowledgement of the PAL." The signature of the Designated Official on the Written Acknowledgement of the PAL constitutes the Municipality's agreement to be bound by the terms of the PAL and the Municipality's agreement to undertake the particular Rights of Way Project (if it is to Administer the Project) in accordance with the terms of the PAL and this Master Agreement. The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. By written notice to the Municipality, the DOT, in its discretion, may extend or waive the deadline set forth in the PAL for the Municipality to submit the Written Acknowledgement of the PAL. Such extension or waiver may be granted after the date set forth in the PAL for submission of the Written Acknowledgement of the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT provided the Written Acknowledgement of the PAL is submitted by the deadline set forth in the PAL or by the date set forth by the DOT in any extension or waiver of the deadline.

2.3 Designated Official.

The Municipality herein represents that the First Selectman of the Town of Colchester is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit the Written Acknowledgement of the PAL(s) to the DOT on its behalf. The signature of the Designated Official shall bind the Municipality with respect to the terms of the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the Parties must amend this section by mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each Party.

2.4 Obligations of Municipality.

Upon submission of the Written Acknowledgement of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Rights of Way Project. Further, if the Municipality is to Administer the Project, the Municipality shall proceed with diligence to Perform its obligations to accomplish the Rights of Way Project and shall use the Funding to complete the same.

Master Municipal Agreement for Rights of Way Projects

2.5 Revisions to the PAL.

Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Rights of Way Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Revised PAL." The Revised PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Revised PAL will supersede the previously issued PAL for the Rights of Way Project and will control over any previously issued PAL.

2.6 PAL as a Limitation on Cost of Reimbursement.

The amount of reimbursement for the Rights of Way Project Performed by either Party shall be based upon the cost estimate specified in the PAL, and shall not exceed the amount specified except as set forth in a Revised Rights of Way Project cost estimate in a Revised PAL.

Article 3. Municipality-Administered Rights of Way Projects. When the Municipality is responsible for the Rights of Way Project;

3.1 Content of the PAL. The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

- (a) a statement that the Municipality is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) a statement incorporating this Agreement into the PAL;
- (e) a statement that any property acquired or incorporated into the Rights of Way Project by the Municipality shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Ways Project and the completion of any related construction project;
- (f) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (g) the maximum reimbursement to the Municipality under the PAL;

Master Municipal Agreement for Rights of Way Projects

- (h) an estimated cost break-down for all work under the Rights of Way Project;
and
- (i) the Project Amount.

3.2 Authorization to Proceed Notice.

The Municipality shall not commence the Rights of Way Project until it has received from the DOT an Authorization to Proceed Notice. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Rights of Way Project or for any work Performed by the Municipality's staff on the Rights of Way Project prior to the DOT's issuance of the Authorization to Proceed Notice.

3.3 Municipality to Perform and Complete the Rights of Way Project.

- (a) The Municipality shall designate an individual to act as a liaison with the DOT to provide for the proper interchange of information concerning the Rights of Way Project. The Designated Official of this Master Agreement or his / her successor thereto will be considered the liaison unless the Municipality designates a liaison in accordance with this provision. The liaison will be responsible for coordination with Municipality Parties.
- (b) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer the Rights of Way Project in accordance with the PAL and this Master Agreement.
- (c) With respect to any Rights of Way Project that receives federal participation in Funding, any costs that the Municipality incurs prior to the receipt of federal authorization for the Rights of Way Project are entirely ineligible for reimbursement with federal funds.
- (d) The Municipality shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Rights of Way Project as specified in the PAL and this Master Agreement and for no other purpose.
- (e) The Municipality shall conduct a public involvement program in compliance with the requirements contained in the Connecticut Department of Transportation's "Public Involvement Guidance Manual", as revised, which is made a part of this Master Agreement by reference.
- (f) The Municipality shall permit the DOT and Federal Highway Administration (when there is federal participation in Funding for the Rights of Way Project) to review, at any time, all work Performed under the terms of this Master Agreement.

Master Municipal Agreement for Rights of Way Projects

- (g) The Municipality shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”), as amended, the regulations promulgated in association therewith at 49 CFR Part 24, and the regulations addressing highway-related issues not covered by the Uniform Act, including 23 CFR Part 710 (collectively, the “Regulations”), as may be revised.
- (h) The Municipality shall comply with the DOT’s policies and procedures with respect to Rights of Way Activities summarized in the “Information Guide for Rights of Way Acquisition Activities,” Connecticut Department of Transportation (2013), as may be revised (“Information Guide”), and submit to the DOT an acquisition plan (“Plan”) in accordance with the then-current Information Guide. The Information Guide is incorporated into this Master Agreement by reference.
- (i) Upon receipt of written approval of the Plan by the DOT and federal authorization for the acquisition, which is required where federal funding is involved in the acquisition, the DOT shall issue a PAL to the Municipality indicating the scope of the Rights of Way Project, the respective obligations of the Parties with respect thereto, and the proportional sharing of costs between the federal government, the State, and/or the Municipality. Upon receipt of Authorization to Proceed Notice from the DOT, the Municipality shall commence the Rights of Way Project.
- (j) Pursuant to §7-148 of the Connecticut General Statutes, the Municipality shall acquire all rights, permanent or temporary, that are required for the Rights of Way Project, including, but not limited to, rights of access by the DOT, the Municipality, and/or contractors or consultants for driveways, grading, and sidewalks located within the construction project limits.
- (k) The Municipality shall certify to the State, in writing, in accordance with the then-current Information Guide, that it has complied with the Uniform Act, as amended, and forward to the State a summary of the acquisition procedure followed.
- (l) Upon completion of its Rights of Way Project, the Municipality shall provide to the DOT all documentation required by the then-current Information Guide.
- (m) In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Municipality responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the

Master Municipal Agreement for Rights of Way Projects

federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project.

(n) Any property acquired or incorporated into the Rights of Way Project, including any property identified in subsection (m) above, shall be used for transportation purposes only. This provision shall survive this Agreement, the PAL the completion of the Rights of Way Project and the completion of any related construction project.

3.4 DOT-provided Services.

If the Rights of Way Project requires DOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Rights of Way Project as set forth in the PAL. DOT-provided Services may include, but not be limited to, technical assistance in engineering reviews, property map reviews, title search, cost estimate reviews, environmental reviews, public hearing assistance, recording and transcription, contract development, fee review and negotiations, and liaison with other governmental agencies that may be necessary for proper development of the Rights of Way Project, while ensuring satisfactory adherence to DOT and federal requirements. The DOT reserves the right at all times to inspect all aspects of the work related to the Rights of Way Project, and such inspections shall be deemed DOT-provided Services.

3.5 Costs and Reimbursement.

- (a) The Municipality shall expend its own funds to pay for costs related to Administering the Rights of Way Project and then shall seek reimbursement for approved costs from the DOT.
- (b) The Municipality shall seek from the DOT reimbursement for the Municipality's expenditures, which have been approved by the DOT for eligible Rights of Way Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:
 - (1) The Municipality shall submit its request for reimbursement to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher"), as may be revised, with supporting data, the cost of services rendered and expenses incurred. With respect to any work that is Performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, and approved direct cost charges for the staff's Performance of the Rights of Way Project.
 - (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.
 - (3) Cost of Condemnation.

Master Municipal Agreement for Rights of Way Projects

In the event that the Municipality must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the PAL.

- (4) All requests for reimbursement shall be made by the date the selected contractor is authorized to proceed with the construction activities ("Notice to Proceed"). The Municipality may submit any requests for reimbursements due to court awards subsequent to the Notice to Proceed date.
- (c) The Municipality shall document all expenses it incurs and maintain all records related to the Rights of Way Project costs. Reimbursable municipal costs are limited to reasonable industry costs for necessary activities required for the Right of Way Project as determined by the DOT.
- (d) If the Municipality fails to adequately record expenses and maintain all related records for any Rights of Way Project or fails to submit any records to the DOT promptly after being requested to do so, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Rights of Way Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Rights of Way Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Rights of Way Project, nor relieve the Municipality from any liability related to its breach.
- (e) The Municipality shall reimburse the DOT for all expenditures incurred by the DOT on the Rights of Way Project in the event the Rights of Way Project is canceled by the Municipality without "good cause." However, the Municipality may request cancellation of the Rights of Way Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," federal participation in expenditures will be approved up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities or lack of municipal funding is considered to be within the control of the Municipality and will not be considered as "good cause."

3.6 Suspension, Postponement, or Termination of a Municipality-Administered Rights of Way Project.

- (a) Suspension, Postponement, or Termination by the DOT.
 - (1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or

Master Municipal Agreement for Rights of Way Projects

terminate a particular Rights of Way Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.

(2) For Cause. As a result of the Municipality's failure to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Rights of Way Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT, in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which Performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

(b) Termination by the Municipality, with prior DOT approval.

(1) The Municipality may request termination of the Rights of Way Project, and if determined by the DOT, in its sole discretion, to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Rights of Way Projects receiving federal participation in Funding, receipt of written concurrence from the FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.

Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which Performance of work under the PAL is terminated and the date upon which termination is effective.

(c) Funding of Acceptable Work. The DOT, shall reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(1) or termination in accordance with subsection (b)(1) and may at its sole discretion, reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(2). In either case, the DOT may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, in accordance with the following:

If in its sole discretion, the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality Performed to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

(d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without

Master Municipal Agreement for Rights of Way Projects

reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

(e) Termination of a specific Rights of Way Project shall not relieve the Municipality of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or its surety of its obligations concerning any claims arising out of the work Performed on the Rights of Way Project prior to the termination date or any obligations existing under insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

Article 4. DOT-Administered Rights of Way Projects. When the DOT is responsible for the Rights of Way Project, the following sections of this Article apply;

4.1 **Content of the PAL.** The DOT shall issue a PAL to the Municipality which will set forth, at least:

- (a) a statement that the DOT is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) the Funding source(s), the related federal and DOT program information, and the associated funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (e) the estimated cost for all work under the Rights of Way Project;
- (f) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Rights of Way Project; and
- (g) the Project Amount.

4.2 **DOT to Perform and Complete the Rights of Way Project.**

- (a) The DOT shall use the applicable Funding apportionments to complete the Rights of Way Project and all related activities that the DOT shall Perform under the PAL and pursuant to this Master Agreement.
- (b) The DOT shall acquire all permanent rights that are required for the Rights

Master Municipal Agreement for Rights of Way Projects

of Way Project, including, but not limited to, rights of access.

- (c) The Municipality shall acquire all temporary rights, that are required for the Rights of Way Project, including, but not limited to, driveways, grading, and sidewalks located within the construction project limits.

4.3 Demand Deposit Requirement.

- (a) The DOT shall prepare a cost estimate for the Rights of Way Project and determine the amount of the Demand Deposit due to the State for the Municipality's proportionate share of such costs.
- (b) The Municipality shall provide the Demand Deposit to the DOT prior to the DOT's commencement of the Rights of Way Project. The Parties agree that the PAL is not effective until the Demand Deposit is received by the DOT.
- (c) After receipt of the Demand Deposit, the DOT shall begin to Perform its Rights of Way Project.

4.4 Actual Costs Exceed Estimate.

Upon notification from the DOT that the actual costs of the Rights of Way Project exceed the original cost estimate set forth in the PAL, the DOT shall issue a Revised PAL and the Municipality shall further deposit with the DOT its proportionate share of any such increases in costs within thirty (30) business days from the Municipality's receipt of such notification.

4.5 Cost of Condemnation.

In the event that the DOT must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the Revised PAL.

4.6 Release of Property.

Upon completion of the construction project, as determined by the DOT, all property and property rights acquired by the DOT for the Project shall be released in a quitclaim deed with the designation "for transportation purposes only" to the Municipality in which the property is located.

4.7 Suspension, Postponement, or Termination of a DOT-Administered Rights of Way Project.

- (a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend,

Master Municipal Agreement for Rights of Way Projects

postpone, or terminate a specific Rights of Way Project, and such action shall in no event be deemed a breach by the DOT.

(b) If the DOT terminates a specific Rights of Way Project, the DOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit paid to the DOT for the Municipality's proportionate share of costs on the Rights of Way Project.

(c) In the case of a Rights of Way Project which received no federal or state government Funding during its design phase, the Municipality shall pay for the costs of any DOT-provided Services Performed prior to termination of the Rights of Way Project, including but not limited to, DOT oversight services for the Rights of Way Project.

(d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

Article 5. Disbursement of Grant Funds; Conditions of Payment.

5.1 Method of Disbursement.

With respect to each Rights of Way Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

5.2 Final Payment.

Final payment will be based on an audit performed by the State using the percentages set forth in the respective PAL of this Master Agreement. The Municipality is also required to Perform an audit in accordance with Article 8 of Schedule B of this Master Agreement.

5.3 Federal Approvals Required.

With respect to PALs that include federal participation in Funding, no PAL issued by the DOT shall be effective until all required federal approvals are received by the DOT for the Rights of Way Project.

5.4 Lack of Timeliness in Municipality Performance.

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If the Municipality fails to timely commence and complete the Rights of Way Project as set forth in the respective PAL to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

- (a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;
- (b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to-date to the DOT within ten (10) business days of receipt of a request from the DOT; and
- (c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services Performed on the Rights of Way Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) business days.

Article 6. Records and Audit.

6.1 Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Municipality's and Municipality Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- (b) The Municipality shall maintain, and shall require each of the Municipality Parties to maintain, accurate and complete Records. The Municipality shall make all of its and the Municipality Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Municipality shall keep and preserve or cause to be kept and preserved all of its and Municipality Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Municipality shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

Master Municipal Agreement for Rights of Way Projects

(f) The Municipality shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Municipality shall cooperate with an exit conference.

(g) The Municipality shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Municipality Party.

6.2 Retention.

With respect to each Rights of Way Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the final audit or the termination of any litigation related to the Rights of Way Project, whichever is later or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

Article 7. Additional Mandatory Requirements.

7.1 Mandatory State and Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule B, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Rights of Way Project, the Municipality shall pass down to Municipality Parties the applicable requirements set forth in the "Mandatory State and Federal Requirements".

7.2 Additional Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

7.3 Revisions.

While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements that the Municipality must comply with, the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality shall be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall Perform any additional obligations with respect to the particular Rights of Way Project, throughout the Term of this Master Agreement.

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Article 8. Conflict.

8.1 Conflict.

In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request, in writing, the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

8.2 Revisions to Manuals.

With respect to any guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Master Agreement by way of the phrase "as may be revised," for the particular Rights of Way Project the Municipality shall comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Rights of Way Project.

Article 9. Review of Municipality's Activities.

The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review, at any time during the Rights of Way Project, all activities Performed by the Municipality with respect to any PAL issued under this Master Agreement. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Rights of Way Project so that the DOT may evaluate the Municipality's activities with respect to the Rights of Way Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

Article 10. Term and Termination of the Master Agreement.

10.1 **Term.** The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

10.2 **Termination for Convenience.** The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

Master Municipal Agreement for Rights of Way Projects

10.3 Termination for Cause.

As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed Performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

10.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Rights of Way Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Rights of Way Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.6.

(b) Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality shall complete Performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Rights of Way Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Article 11. Official Notice.

Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

11.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(b) When the Municipality is to receive Official Notice:

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First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, Connecticut 06415;

11.2 Be delivered to the address recited herein in person, by facsimile or by electronic transmission, with acknowledgement of receipt, or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised; and

11.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

Article 12. Indemnification.

The Municipality shall:

(a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

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(e) The Municipality shall carry and maintain at all times during the term of the Master Agreement, and during the time that any provisions survive the term of the Master Agreement, sufficient general liability insurance (or self-insurance) to satisfy its obligations under this Master Agreement. The Municipality shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOT or the State is contributorily negligent.

(f) This section shall survive the termination of the Master Agreement and shall not be limited by reason of any insurance coverage.

Article 13 Sovereign Immunity.

13.1 No Waiver of the State's Immunities.

Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

13.2 Defense of Suits by the Municipality.

Nothing in this Master Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Master Agreement, including, but not limited to, those relating to damages.

Article 14 Governing Law.

The Parties deem the Master Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the DOT, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of

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the DOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 15 Amendment.

This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

Article 16 Severability.

If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

Article 17 Waiver.

The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

Article 18 Remedies are nonexclusive.

No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

Article 19. Municipally-owned Property.

In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Party responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project. Said properties shall be used for transportation purposes only. This provision will survive the Agreement, the PAL the completion of the Rights of Way Project and the completion of any related construction project.

Article 20 Entire Agreement.

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This Master Agreement, when fully executed and approved as indicated, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties hereto. The Parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

By _____
Thomas A. Harley P.E.
Bureau Chief
Bureau of Engineering and Construction

Date: _____

TOWN OF COLCHESTER

By _____
Stan Soby
First Selectman

Date: _____

Schedule A
PAL Template

Dear [Addressee – Designated Municipal Official]:

Subject: Project Authorization Letter
For the [Project Description] (Rights of Way Project)

State Project No.
Federal Project No.
Master Agreement No.

On [date] the State of Connecticut, Department of Transportation (DOT) and the [City/Town] of [NAME OF CITY/TOWN] (Municipality) entered into the Master Municipal Agreement for Rights of Way Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The [DOT/Municipality] is responsible for the Administration of the Rights of Way Project.

The Rights of Way Project is to provide [ENTER DESCRIPTION].

The Rights of Way Project is expected to commence on or after _____ and be completed by _____, subject to delays which may be caused by circumstances beyond the control of the DOT or the City/Town.

Funding for the Rights of Way Project is provided under [identify the Federal and or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT] dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT.

The Municipality shall provide a statement that any property acquired or incorporated into the Rights of Way Project shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Way Project and the completion of any related construction project.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Rights of Way Project. The Municipality may advance or begin work on the Rights of Way Project only after it has received from the DOT an Authorization to Award Notice.

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Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to the DOT's Authorized Representative. The signature of the Designated Municipal Official evidences the Municipality's concurrence with the PAL and constitutes the Written Acknowledgement of the PAL. You may submit the Written Acknowledgement of the PAL to the DOT's Authorized Representative in hard copy or by facsimile or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project.

If you have any questions please contact [Mr./Ms. _____], the Project Manager at (860) 594-[xxxx].

Very truly yours,

Authorized DOT Representative

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By _____ Date _____

Print Name:
Designated Municipal Official

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PAL ATTACHMENT
STATE PROJECT NO.XXX
FEDERAL PROJECT NO.XXXX
ESTIMATED RIGHTS OF WAY COSTS

(NOTE: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)

Mandatory State and Federal Requirements

1. **Executive Orders.** This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.

2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as Schedule C.

3. **Suspension or Debarment.** The Municipality shall not allow suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors to submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

4. **Certification .**

A. The signature on the Master Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of 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;

(iii) 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 offenses enumerated in paragraph A(ii) of this certification; and

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(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Master Agreement.

C. The Municipality shall insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

5. **Title VI Contractor Assurances.** As a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d -2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto at Schedule D, all of which are hereby made a part of this Master Agreement.

6. **Certification for Federal-Aid Contracts** (Applicable to contracts exceeding \$100,000):

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal 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 a Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-

Master Municipal Agreement for Rights of Way Projects

LLL) available at the Office of Budget and Management's website at http://www.whitehouse.gov/omb/grants_forms/, in accordance with its instructions. If applicable, Form SF-LLL shall be completed and submitted with the Master Agreement.

B. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The Municipality shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

7. **Americans with Disabilities Act of 1990.** This clause applies to municipalities who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("ADA"), Public Law 101-336, during the term of the master Agreement. The Municipality represents that it is familiar with the terms of this ADA and that it is in compliance with the ADA. Failure of the Municipality to satisfy this standard as the same applies to performance under this Master Agreement, either now or during the term of the Master Agreement as it may be amended, will render the Master Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this ADA, as the same applies to performance under this Master Agreement.

8. The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving state funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit

Master Municipal Agreement for Rights of Way Projects

Reports”) must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The Municipality shall require that the workpapers and reports of an independent Certified Public Accountant (“CPA”) be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State reserves the right to audit or review any records/workpapers of the CPA pertaining to the Master Agreement.

9. When the Municipality receives State or Federal funds it shall incorporate the “Connecticut Required Specific Equal Employment Opportunity Responsibilities” (“SEEOR”), dated 2010, attached at Schedule E, as may be revised, as a material term of any contracts/agreements it enters into with Municipality Parties and shall require the Municipality Parties to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with Municipality Parties and require that the Municipality Parties attach the SEEOR to its subcontracts.



CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of

the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any

bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

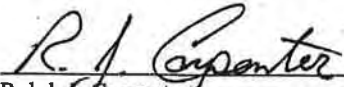
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)


Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

Schedule D

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Schedule E

CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

(2010)

1. **General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by federal Executive Order 11246, federal Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these special provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of federal Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. **Equal Employment Opportunity Policy:**

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. **Subcontracting:**

a) The Company will use his/her best efforts to solicit bids from and to utilize minority

Schedule E

group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract Compliance.

b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

4. Records and Reports:

a) The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c) The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the Company will be required to furnish Form FHWA 1409.

**MASTER MUNICIPAL AGREEMENT
FOR RIGHTS OF WAY PROJECTS**

THIS MASTER MUNICIPAL AGREEMENT FOR RIGHTS OF WAY ACTIVITIES (“Master Agreement” or “Agreement”) is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION (the “DOT”), and the Town of Colchester, 127 Norwich Avenue, Colchester, Connecticut 06415 (the “Municipality”). The DOT or the Municipality may each be referred to individually as the “Party” and collectively may be referred to as the “Parties.”

WHEREAS, the Municipality undertakes, and may financially participate in, rights of way activities, in conjunction with improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the DOT, the federal government, or both; and

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the Municipality or the DOT takes on the responsibility for the administration of the rights of way phase of a particular municipal project, and the parties wish for this Master Agreement to address the rights of way phase of the Municipality or State’s administered projects; and

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98e and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

Article 1. Definitions. For the purposes of this Master Agreement, the following definitions apply:

1.1 “Administer,” “Administering” or “Administration” of the Rights of Way Project means conducting and managing operations required to perform and complete the Rights of Way Project, including performing the work either by the Municipality or the DOT, as applicable to the particular Rights of Way Project, in whole or in part, undertaking all of the administrative-duties related to and required for the completion of the Rights of Way Project.

1.2 “Authorization to Proceed Notice” means the written notice from the DOT to the Municipality authorizing the Municipality to Perform its obligations for the Rights of Way Project

Master Municipal Agreement for Rights of Way Projects

under the PAL.

1.3 “Authorized Department of Transportation (DOT) Representative” means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.4 “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.5 “Demand Deposit” means an amount of money due to the DOT from the Municipality.

1.6 “Designated Official” means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.7 “DOT-provided Services” means the work that the DOT is responsible to Perform for the Rights of Way Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.8 “Effective Date” means the date which the Master Agreement is executed by the DOT.

1.9 “Funding” means funds from the state government, the federal government, or a combination of any of the foregoing, designated for a particular Rights of Way Project, as specified in the Project Authorization Letter.

1.10 “Municipality Parties” means a Municipality’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to Perform under the Master Agreement in any capacity.

1.11 “Municipal Project” means a project undertaken by the Municipality for improvements on locally maintained or owned roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. §101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights of way phase, and construction phase.

1.12 “Official Notice” means notice given from one Party to the other in accordance with Article 11.

1.13 “Perform” means for purposes of this Master Agreement, the verb “to perform” and the performance of the work set forth in this Master Agreement which are referred to as “Perform,”

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“Performance” and other capitalized variations of the term.

1.14 “Plans, Specifications, and Estimates (PS&E)” means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.15 “Project Amount” means the total estimated cost to complete the Rights of Way Project, as estimated at the time of the DOT’s issuance of the PAL.

1.16 “Project Authorization Letter (“PAL”)” means the written document that authorizes the distribution of Funding to the Municipality for the specific Rights of Way Project during a specified period of time.

1.17 “Records” means all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Rights of Way Project, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

1.18 “Rights of Way Project” means the necessary activities to acquire property in conjunction with a Municipal Project, including, but not limited to, appraisals, title searches, property map reviews, negotiations, and closings.

1.19 “State” means the State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

1.20 “Term” means the duration of the Master Agreement.

1.21 “Termination” means an end to the Agreement prior to the end of its term whether effected pursuant to a right which the Agreement creates or for a breach.

Article 2. Issuance and Acknowledgment of PALs for Rights of Way Projects.

2.1 Issuance of PAL.

The DOT shall issue to the Municipality a PAL for the applicable Rights of Way Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Master Agreement will address Rights of Way Projects and will not address the design or construction phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin Performing work with respect to the Rights of Way Project. Additional required steps and approvals are set forth in this Master Agreement.

2.2 Written Acknowledgement of the PAL.

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In order for the terms of the PAL to become effective and binding on both Parties, the Municipality shall return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the "Written Acknowledgement of the PAL." The signature of the Designated Official on the Written Acknowledgement of the PAL constitutes the Municipality's agreement to be bound by the terms of the PAL and the Municipality's agreement to undertake the particular Rights of Way Project (if it is to Administer the Project) in accordance with the terms of the PAL and this Master Agreement. The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. By written notice to the Municipality, the DOT, in its discretion, may extend or waive the deadline set forth in the PAL for the Municipality to submit the Written Acknowledgement of the PAL. Such extension or waiver may be granted after the date set forth in the PAL for submission of the Written Acknowledgement of the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT provided the Written Acknowledgement of the PAL is submitted by the deadline set forth in the PAL or by the date set forth by the DOT in any extension or waiver of the deadline.

2.3 Designated Official.

The Municipality herein represents that the First Selectman of the Town of Colchester is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit the Written Acknowledgement of the PAL(s) to the DOT on its behalf. The signature of the Designated Official shall bind the Municipality with respect to the terms of the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the Parties must amend this section by mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each Party.

2.4 Obligations of Municipality.

Upon submission of the Written Acknowledgement of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Rights of Way Project. Further, if the Municipality is to Administer the Project, the Municipality shall proceed with diligence to Perform its obligations to accomplish the Rights of Way Project and shall use the Funding to complete the same.

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2.5 Revisions to the PAL.

Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Rights of Way Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Revised PAL." The Revised PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Revised PAL will supersede the previously issued PAL for the Rights of Way Project and will control over any previously issued PAL.

2.6 PAL as a Limitation on Cost of Reimbursement.

The amount of reimbursement for the Rights of Way Project Performed by either Party shall be based upon the cost estimate specified in the PAL, and shall not exceed the amount specified except as set forth in a Revised Rights of Way Project cost estimate in a Revised PAL.

Article 3. Municipality-Administered Rights of Way Projects. When the Municipality is responsible for the Rights of Way Project;

3.1 Content of the PAL. The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

- (a) a statement that the Municipality is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) a statement incorporating this Agreement into the PAL;
- (e) a statement that any property acquired or incorporated into the Rights of Way Project by the Municipality shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Ways Project and the completion of any related construction project;
- (f) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (g) the maximum reimbursement to the Municipality under the PAL;

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- (h) an estimated cost break-down for all work under the Rights of Way Project;
and
- (i) the Project Amount.

3.2 Authorization to Proceed Notice.

The Municipality shall not commence the Rights of Way Project until it has received from the DOT an Authorization to Proceed Notice. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Rights of Way Project or for any work Performed by the Municipality's staff on the Rights of Way Project prior to the DOT's issuance of the Authorization to Proceed Notice.

3.3 Municipality to Perform and Complete the Rights of Way Project.

(a) The Municipality shall designate an individual to act as a liaison with the DOT to provide for the proper interchange of information concerning the Rights of Way Project. The Designated Official of this Master Agreement or his / her successor thereto will be considered the liaison unless the Municipality designates a liaison in accordance with this provision. The liaison will be responsible for coordination with Municipality Parties.

(b) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer the Rights of Way Project in accordance with the PAL and this Master Agreement.

(c) With respect to any Rights of Way Project that receives federal participation in Funding, any costs that the Municipality incurs prior to the receipt of federal authorization for the Rights of Way Project are entirely ineligible for reimbursement with federal funds.

(d) The Municipality shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Rights of Way Project as specified in the PAL and this Master Agreement and for no other purpose.

(e) The Municipality shall conduct a public involvement program in compliance with the requirements contained in the Connecticut Department of Transportation's "Public Involvement Guidance Manual", as revised, which is made a part of this Master Agreement by reference.

(f) The Municipality shall permit the DOT and Federal Highway Administration (when there is federal participation in Funding for the Rights of Way Project) to review, at any time, all work Performed under the terms of this Master Agreement.

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- (g) The Municipality shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”), as amended, the regulations promulgated in association therewith at 49 CFR Part 24, and the regulations addressing highway-related issues not covered by the Uniform Act, including 23 CFR Part 710 (collectively, the “Regulations”), as may be revised.
- (h) The Municipality shall comply with the DOT’s policies and procedures with respect to Rights of Way Activities summarized in the “Information Guide for Rights of Way Acquisition Activities,” Connecticut Department of Transportation (2013), as may be revised (“Information Guide”), and submit to the DOT an acquisition plan (“Plan”) in accordance with the then-current Information Guide. The Information Guide is incorporated into this Master Agreement by reference.
- (i) Upon receipt of written approval of the Plan by the DOT and federal authorization for the acquisition, which is required where federal funding is involved in the acquisition, the DOT shall issue a PAL to the Municipality indicating the scope of the Rights of Way Project, the respective obligations of the Parties with respect thereto, and the proportional sharing of costs between the federal government, the State, and/or the Municipality. Upon receipt of Authorization to Proceed Notice from the DOT, the Municipality shall commence the Rights of Way Project.
- (j) Pursuant to §7-148 of the Connecticut General Statutes, the Municipality shall acquire all rights, permanent or temporary, that are required for the Rights of Way Project, including, but not limited to, rights of access by the DOT, the Municipality, and/or contractors or consultants for driveways, grading, and sidewalks located within the construction project limits.
- (k) The Municipality shall certify to the State, in writing, in accordance with the then-current Information Guide, that it has complied with the Uniform Act, as amended, and forward to the State a summary of the acquisition procedure followed.
- (l) Upon completion of its Rights of Way Project, the Municipality shall provide to the DOT all documentation required by the then-current Information Guide.
- (m) In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Municipality responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the

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federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project.

(n) Any property acquired or incorporated into the Rights of Way Project, including any property identified in subsection (m) above, shall be used for transportation purposes only. This provision shall survive this Agreement, the PAL the completion of the Rights of Way Project and the completion of any related construction project.

3.4 DOT-provided Services.

If the Rights of Way Project requires DOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Rights of Way Project as set forth in the PAL. DOT-provided Services may include, but not be limited to, technical assistance in engineering reviews, property map reviews, title search, cost estimate reviews, environmental reviews, public hearing assistance, recording and transcription, contract development, fee review and negotiations, and liaison with other governmental agencies that may be necessary for proper development of the Rights of Way Project, while ensuring satisfactory adherence to DOT and federal requirements. The DOT reserves the right at all times to inspect all aspects of the work related to the Rights of Way Project, and such inspections shall be deemed DOT-provided Services.

3.5 Costs and Reimbursement.

- (a) The Municipality shall expend its own funds to pay for costs related to Administering the Rights of Way Project and then shall seek reimbursement for approved costs from the DOT.
- (b) The Municipality shall seek from the DOT reimbursement for the Municipality's expenditures, which have been approved by the DOT for eligible Rights of Way Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:
 - (1) The Municipality shall submit its request for reimbursement to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher"), as may be revised, with supporting data, the cost of services rendered and expenses incurred. With respect to any work that is Performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, and approved direct cost charges for the staff's Performance of the Rights of Way Project.
 - (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.
 - (3) Cost of Condemnation.

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In the event that the Municipality must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the PAL.

- (4) All requests for reimbursement shall be made by the date the selected contractor is authorized to proceed with the construction activities ("Notice to Proceed"). The Municipality may submit any requests for reimbursements due to court awards subsequent to the Notice to Proceed date.
- (c) The Municipality shall document all expenses it incurs and maintain all records related to the Rights of Way Project costs. Reimbursable municipal costs are limited to reasonable industry costs for necessary activities required for the Right of Way Project as determined by the DOT.
- (d) If the Municipality fails to adequately record expenses and maintain all related records for any Rights of Way Project or fails to submit any records to the DOT promptly after being requested to do so, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Rights of Way Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Rights of Way Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Rights of Way Project, nor relieve the Municipality from any liability related to its breach.
- (e) The Municipality shall reimburse the DOT for all expenditures incurred by the DOT on the Rights of Way Project in the event the Rights of Way Project is canceled by the Municipality without "good cause." However, the Municipality may request cancellation of the Rights of Way Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," federal participation in expenditures will be approved up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities or lack of municipal funding is considered to be within the control of the Municipality and will not be considered as "good cause."

3.6 Suspension, Postponement, or Termination of a Municipality-Administered Rights of Way Project.

- (a) Suspension, Postponement, or Termination by the DOT.
 - (1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or

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terminate a particular Rights of Way Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.

- (2) For Cause. As a result of the Municipality's failure to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Rights of Way Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT, in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which Performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

- (b) Termination by the Municipality, with prior DOT approval.

- (1) The Municipality may request termination of the Rights of Way Project, and if determined by the DOT, in its sole discretion, to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Rights of Way Projects receiving federal participation in Funding, receipt of written concurrence from the FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.

Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which Performance of work under the PAL is terminated and the date upon which termination is effective.

- (c) Funding of Acceptable Work. The DOT, shall reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(1) or termination in accordance with subsection (b)(1) and may at its sole discretion, reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(2). In either case, the DOT may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, in accordance with the following:

If in its sole discretion, the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality Performed to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

- (d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without

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reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

(e) Termination of a specific Rights of Way Project shall not relieve the Municipality of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or its surety of its obligations concerning any claims arising out of the work Performed on the Rights of Way Project prior to the termination date or any obligations existing under insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

Article 4. DOT-Administered Rights of Way Projects. When the DOT is responsible for the Rights of Way Project, the following sections of this Article apply;

4.1 **Content of the PAL.** The DOT shall issue a PAL to the Municipality which will set forth, at least:

- (a) a statement that the DOT is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) the Funding source(s), the related federal and DOT program information, and the associated funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (e) the estimated cost for all work under the Rights of Way Project;
- (f) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Rights of Way Project; and
- (g) the Project Amount.

4.2 **DOT to Perform and Complete the Rights of Way Project.**

- (a) The DOT shall use the applicable Funding apportionments to complete the Rights of Way Project and all related activities that the DOT shall Perform under the PAL and pursuant to this Master Agreement.
- (b) The DOT shall acquire all permanent rights that are required for the Rights

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of Way Project, including, but not limited to, rights of access.

- (c) The Municipality shall acquire all temporary rights, that are required for the Rights of Way Project, including, but not limited to, driveways, grading, and sidewalks located within the construction project limits.

4.3 Demand Deposit Requirement.

- (a) The DOT shall prepare a cost estimate for the Rights of Way Project and determine the amount of the Demand Deposit due to the State for the Municipality's proportionate share of such costs.
- (b) The Municipality shall provide the Demand Deposit to the DOT prior to the DOT's commencement of the Rights of Way Project. The Parties agree that the PAL is not effective until the Demand Deposit is received by the DOT.
- (c) After receipt of the Demand Deposit, the DOT shall begin to Perform its Rights of Way Project.

4.4 Actual Costs Exceed Estimate.

Upon notification from the DOT that the actual costs of the Rights of Way Project exceed the original cost estimate set forth in the PAL, the DOT shall issue a Revised PAL and the Municipality shall further deposit with the DOT its proportionate share of any such increases in costs within thirty (30) business days from the Municipality's receipt of such notification.

4.5 Cost of Condemnation.

In the event that the DOT must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the Revised PAL.

4.6 Release of Property.

Upon completion of the construction project, as determined by the DOT, all property and property rights acquired by the DOT for the Project shall be released in a quitclaim deed with the designation "for transportation purposes only" to the Municipality in which the property is located.

4.7 Suspension, Postponement, or Termination of a DOT-Administered Rights of Way Project.

- (a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend,

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postpone, or terminate a specific Rights of Way Project, and such action shall in no event be deemed a breach by the DOT.

(b) If the DOT terminates a specific Rights of Way Project, the DOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit paid to the DOT for the Municipality's proportionate share of costs on the Rights of Way Project.

(c) In the case of a Rights of Way Project which received no federal or state government Funding during its design phase, the Municipality shall pay for the costs of any DOT-provided Services Performed prior to termination of the Rights of Way Project, including but not limited to, DOT oversight services for the Rights of Way Project.

(d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

Article 5. Disbursement of Grant Funds; Conditions of Payment.

5.1 Method of Disbursement.

With respect to each Rights of Way Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

5.2 Final Payment.

Final payment will be based on an audit performed by the State using the percentages set forth in the respective PAL of this Master Agreement. The Municipality is also required to Perform an audit in accordance with Article 8 of Schedule B of this Master Agreement.

5.3 Federal Approvals Required.

With respect to PALs that include federal participation in Funding, no PAL issued by the DOT shall be effective until all required federal approvals are received by the DOT for the Rights of Way Project.

5.4 Lack of Timeliness in Municipality Performance.

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If the Municipality fails to timely commence and complete the Rights of Way Project as set forth in the respective PAL to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

- (a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;
- (b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to-date to the DOT within ten (10) business days of receipt of a request from the DOT; and
- (c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services Performed on the Rights of Way Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) business days.

Article 6. Records and Audit.

6.1 Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Municipality's and Municipality Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- (b) The Municipality shall maintain, and shall require each of the Municipality Parties to maintain, accurate and complete Records. The Municipality shall make all of its and the Municipality Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Municipality shall keep and preserve or cause to be kept and preserved all of its and Municipality Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Municipality shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

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(f) The Municipality shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Municipality shall cooperate with an exit conference.

(g) The Municipality shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Municipality Party.

6.2 Retention.

With respect to each Rights of Way Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the final audit or the termination of any litigation related to the Rights of Way Project, whichever is later or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

Article 7. Additional Mandatory Requirements.

7.1 Mandatory State and Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule B, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Rights of Way Project, the Municipality shall pass down to Municipality Parties the applicable requirements set forth in the "Mandatory State and Federal Requirements".

7.2 Additional Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

7.3 Revisions.

While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements that the Municipality must comply with, the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality shall be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall Perform any additional obligations with respect to the particular Rights of Way Project, throughout the Term of this Master Agreement.

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Article 8. Conflict.

8.1 Conflict.

In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request, in writing, the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

8.2 Revisions to Manuals.

With respect to any guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Master Agreement by way of the phrase "as may be revised," for the particular Rights of Way Project the Municipality shall comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Rights of Way Project.

Article 9. Review of Municipality's Activities.

The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review, at any time during the Rights of Way Project, all activities performed by the Municipality with respect to any PAL issued under this Master Agreement. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Rights of Way Project so that the DOT may evaluate the Municipality's activities with respect to the Rights of Way Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

Article 10. Term and Termination of the Master Agreement.

10.1 **Term.** The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

10.2 **Termination for Convenience.** The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

Master Municipal Agreement for Rights of Way Projects

10.3 Termination for Cause.

As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed Performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

10.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Rights of Way Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Rights of Way Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.6.

(b) Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality shall complete Performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Rights of Way Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Article 11. Official Notice.

Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

11.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(b) When the Municipality is to receive Official Notice:

Master Municipal Agreement for Rights of Way Projects

First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, Connecticut 06415;

11.2 Be delivered to the address recited herein in person, by facsimile or by electronic transmission, with acknowledgement of receipt, or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised; and

11.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

Article 12. Indemnification.

The Municipality shall:

(a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

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(e) The Municipality shall carry and maintain at all times during the term of the Master Agreement, and during the time that any provisions survive the term of the Master Agreement, sufficient general liability insurance (or self-insurance) to satisfy its obligations under this Master Agreement. The Municipality shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOT or the State is contributorily negligent.

(f) This section shall survive the termination of the Master Agreement and shall not be limited by reason of any insurance coverage.

Article 13 Sovereign Immunity.

13.1 No Waiver of the State's Immunities.

Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

13.2 Defense of Suits by the Municipality.

Nothing in this Master Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Master Agreement, including, but not limited to, those relating to damages.

Article 14 Governing Law.

The Parties deem the Master Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the DOT, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of

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the DOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 15 Amendment.

This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

Article 16 Severability.

If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

Article 17 Waiver.

The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

Article 18 Remedies are nonexclusive.

No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

Article 19. Municipally-owned Property.

In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Party responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project. Said properties shall be used for transportation purposes only. This provision will survive the Agreement, the PAL the completion of the Rights of Way Project and the completion of any related construction project.

Article 20 Entire Agreement.

Master Municipal Agreement for Rights of Way Projects

This Master Agreement, when fully executed and approved as indicated, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties hereto. The Parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

**STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner**

By _____
Thomas A. Harley P.E.
Bureau Chief
Bureau of Engineering and Construction

Date: _____

TOWN OF COLCHESTER

By _____
Stan Soby
First Selectman

Date: _____

Schedule A
PAL Template

Dear [Addressee – Designated Municipal Official]:

Subject: Project Authorization Letter
For the [Project Description] (Rights of Way Project)

State Project No.
Federal Project No.
Master Agreement No.

On [date] the State of Connecticut, Department of Transportation (DOT) and the [City/Town] of [NAME OF CITY/TOWN] (Municipality) entered into the Master Municipal Agreement for Rights of Way Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The [DOT/Municipality] is responsible for the Administration of the Rights of Way Project.

The Rights of Way Project is to provide [ENTER DESCRIPTION].

The Rights of Way Project is expected to commence on or after _____ and be completed by _____, subject to delays which may be caused by circumstances beyond the control of the DOT or the City/Town.

Funding for the Rights of Way Project is provided under [identify the Federal and or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT] dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT.

The Municipality shall provide a statement that any property acquired or incorporated into the Rights of Way Project shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Way Project and the completion of any related construction project.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Rights of Way Project. The Municipality may advance or begin work on the Rights of Way Project only after it has received from the DOT an Authorization to Award Notice.

Master Municipal Agreement for Rights of Way Projects

Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to the DOT's Authorized Representative. The signature of the Designated Municipal Official evidences the Municipality's concurrence with the PAL and constitutes the Written Acknowledgement of the PAL. You may submit the Written Acknowledgement of the PAL to the DOT's Authorized Representative in hard copy or by facsimile or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project.

If you have any questions please contact [Mr./Ms. _____], the Project Manager at (860) 594-[xxxx].

Very truly yours,

Authorized DOT Representative

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By _____ Date _____
Print Name:
Designated Municipal Official

Master Municipal Agreement for Rights of Way Projects

PAL ATTACHMENT
STATE PROJECT NO.XXX
FEDERAL PROJECT NO.XXXX
ESTIMATED RIGHTS OF WAY COSTS

(NOTE: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)

Mandatory State and Federal Requirements

1. **Executive Orders.** This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.
2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as Schedule C.
3. **Suspension or Debarment.** The Municipality shall not allow suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors to submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
4. **Certification .**
 - A. The signature on the Master Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of 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;
 - (iii) 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 offenses enumerated in paragraph A(ii) of this certification; and

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(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Master Agreement.

C. The Municipality shall insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

5. **Title VI Contractor Assurances.** As a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d -2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto at Schedule D, all of which are hereby made a part of this Master Agreement.

6. **Certification for Federal-Aid Contracts** (Applicable to contracts exceeding \$100,000):

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal 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 a Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-

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LLL) available at the Office of Budget and Management's website at http://www.whitehouse.gov/omb/grants_forms/, in accordance with its instructions. If applicable, Form SF-LLL shall be completed and submitted with the Master Agreement.

B. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The Municipality shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

7. **Americans with Disabilities Act of 1990.** This clause applies to municipalities who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("ADA"), Public Law 101-336, during the term of the master Agreement. The Municipality represents that it is familiar with the terms of this ADA and that it is in compliance with the ADA. Failure of the Municipality to satisfy this standard as the same applies to performance under this Master Agreement, either now or during the term of the Master Agreement as it may be amended, will render the Master Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this ADA, as the same applies to performance under this Master Agreement.

8. The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving state funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit

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Reports”) must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The Municipality shall require that the workpapers and reports of an independent Certified Public Accountant (“CPA”) be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State reserves the right to audit or review any records/workpapers of the CPA pertaining to the Master Agreement.

9. When the Municipality receives State or Federal funds it shall incorporate the “Connecticut Required Specific Equal Employment Opportunity Responsibilities” (“SEEOR”), dated 2010, attached at Schedule E, as may be revised, as a material term of any contracts/agreements it enters into with Municipality Parties and shall require the Municipality Parties to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with Municipality Parties and require that the Municipality Parties attach the SEEOR to its subcontracts.



CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of

the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any

bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

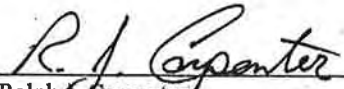
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)



Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

Schedule D

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Schedule E

CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (2010)

1. **General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by federal Executive Order 11246, federal Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these special provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of federal Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. **Equal Employment Opportunity Policy:**

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. **Subcontracting:**

a) The Company will use his/her best efforts to solicit bids from and to utilize minority

Schedule E

group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract Compliance.

b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

4. Records and Reports:

a) The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c) The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the Company will be required to furnish Form FHWA 1409.



Colchester Youth & Social Services

127 Norwich Avenue, Suite 205, Colchester, Connecticut 06415

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



Memo

To: Board of Selectmen
From: Valerie Geato, Youth & Social Services
Date: October 29, 2014
Re: Local Prevention Council Grant

Recommended Motion

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

The purpose of the Local Prevention Council Grant Program is to facilitate the development of culturally competent Alcohol, Tobacco and Other Drug (ATOD) abuse prevention and joint behavioral health promotion initiatives of Local Prevention Councils (LPCs) within communities directed at citizens across the lifespan with the support of chief elected officials. The overall goal is to increase public awareness of the prevention of ATOD abuse and joint behavioral health promotion in the context of overall health and wellness.

Funding Application for Grant to Support Local Prevention Council

1	Application Date October 24, 2014	Funding Start Date July 1, 2014 - June 30, 2015
2	Applicant Agency (Legal Name & Address) Town of Colchester Youth & Social Services 127 Norwich Ave Colchester, CT 05415	FEIN
3	Has a permanent Local Prevention Council been established? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
4	Local Prevention Council name and address Youth FIRST Coalition c/o Colchester Youth & Social Services 127 Norwich Ave Colchester, CT 06415	
5	LPC Contact Person (Programmatic) Valerie Geato	Telephone Number 860 537-7255
	Title Director	Fax Number 860 537-0547
6	Contact Person (Fiscal) Same	Telephone Number
	Title	Fax Number
7	List town(s) included in application Colchester	
8	Is litigation pending on any of the applicant organization's programs? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, briefly explain below.	
FUNDING SUMMARY		
9	Total Program Budget \$3,105	Amount Requested \$3,105

Funding Application for Grant to Support Local Prevention Council

10. Proposed Services																			
a. Description of proposed service #1 Community Wide Prescription Drug Abuse Education Campaign will be aimed at preventing RX drug abuse and limiting access to prescriptions in the home. Activities will include media campaign, Youth created PSA, partnering with pharmacies to share written information, educating seniors through the senior center, parent education and youth programs. Program expenses include: printed materials, curriculums, giveaways and advertising.																			
b. Service type (Refer to Application Instructions, Appendix A) STN16, STN14 and STN11	c. Service dates Oct 2014-June 2015																		
d. Alcohol or tobacco prevention <input type="checkbox"/> Alcohol <input type="checkbox"/> Tobacco	e. Number of participants by gender 1750 Males 1700 Females																		
f. Service population <input type="checkbox"/> Elementary School Students <input checked="" type="checkbox"/> School staff <input checked="" type="checkbox"/> Middle School Students <input checked="" type="checkbox"/> Parents/Families <input checked="" type="checkbox"/> High School Students <input checked="" type="checkbox"/> Older Adults Youth/Minors not in school <input checked="" type="checkbox"/> General <input type="checkbox"/> Other: _____	g. Number of participants by age <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;">0-4</td> <td style="width: 15%;">700</td> <td style="width: 15%;">15-17</td> <td style="width: 15%;">1200</td> <td style="width: 15%;">25-44</td> </tr> <tr> <td></td> <td>5-11</td> <td>50</td> <td>18-20</td> <td>350</td> <td>45-64</td> </tr> <tr> <td>800</td> <td>12-14</td> <td>50</td> <td>21-24</td> <td>300</td> <td>65+</td> </tr> </table>		0-4	700	15-17	1200	25-44		5-11	50	18-20	350	45-64	800	12-14	50	21-24	300	65+
	0-4	700	15-17	1200	25-44														
	5-11	50	18-20	350	45-64														
800	12-14	50	21-24	300	65+														
h. Number of participants by race 3250 White 85 Black/African American 10 Asian 25 American Indian/Alaska Native 85 Multiracial Native Hawaiian/Pacific Islander	i. Number of participants by Hispanic origin 100 Hispanic/Latino 3350 Not Hispanic/Latino																		
j. Number of hours it will take to conduct service 8	k. Number of hours it will take to plan/prepare for service 40																		
l. Amount of LPC funds used on this service 1905	m. Total cost of service 1905																		

a. Description of proposed service #2 Community Conversations: These town wide initiatives are designed to educate community members on substance abuse issues and create opportunities for dialogue among parents, youth and experts. October's program was focused on RX and opiate abuse and featured a distinguished panel of experts including medical professionals, people in recovery and parents of addicts. Additional programs will focus on preventing prescription drug and opiate abuse.																			
b. Service type (Refer to Application Instructions, Appendix A) STE02, STC04	c. Service dates Oct 22, 2014, February 2015 & April 2015																		
d. Alcohol or tobacco prevention <input type="checkbox"/> Alcohol <input type="checkbox"/> Tobacco	e. Number of participants by gender 250 Males 250 Females																		
f. Service population <input type="checkbox"/> Elementary School Students <input type="checkbox"/> School staff <input checked="" type="checkbox"/> Middle School Students <input checked="" type="checkbox"/> Parents/Families <input checked="" type="checkbox"/> High School Students <input type="checkbox"/> Older Adults <input type="checkbox"/> Youth/Minors not in school <input type="checkbox"/> General <input type="checkbox"/> Other: _____	g. Number of participants by age <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;">0-4</td> <td style="width: 15%;">100</td> <td style="width: 15%;">15-17</td> <td style="width: 15%;">120</td> <td style="width: 15%;">25-44</td> </tr> <tr> <td></td> <td>5-11</td> <td></td> <td>18-20</td> <td>30</td> <td>45-64</td> </tr> <tr> <td>250</td> <td>12-14</td> <td></td> <td>21-24</td> <td></td> <td>65+</td> </tr> </table>		0-4	100	15-17	120	25-44		5-11		18-20	30	45-64	250	12-14		21-24		65+
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	5-11		18-20	30	45-64														
250	12-14		21-24		65+														
h. Number of participants by race 480 White 10 Black/African American 2 Asian 2 American Indian/Alaska Native 6 Multiracial Native Hawaiian/Pacific Islander	i. Number of participants by Hispanic origin 20 Hispanic/Latino 480 Not Hispanic/Latino																		
j. Number of hours it will take to conduct service 6	k. Number of hours it will take to plan/prepare for service 10																		
l. Amount of LPC funds used on this service 1,200	m. Total cost of service 1,200																		

Funding Application for Grant to Support Local Prevention Council

11	<p>How different cultures will be addressed in all services (see Appendix D)</p> <p>The Local Prevention Council will strive to serve all people in ways that are meaningful to them. We will make every effort to understand and respect beliefs, traditions, lifestyles and expectations to encourage sharing, bonding, and personal growth and will incorporate these ideals in our services. Staff members and facilitators have participated in cultural competence training as well.</p>
----	---

ITEMIZED BUDGET SCHEDULE 4b

12	<p>Source and amount of income</p> <p>LPC Grant = \$3,105</p>	<p>Program expenses</p> <p>Speakers/Videos = 555 Refreshments = 450 Giveaways/Incentives = 400 Printed supplies (stickers/lawn signs)= 900 Advertisements = 800</p>
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BUDGET NARRATIVE

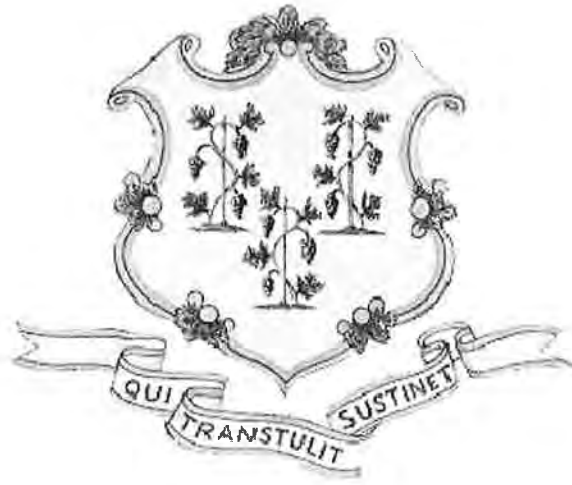
13	<p>Briefly describe proposed expenses listed on Schedule 4b</p> <p>Community Conversations are designed to educate parents and youth about drug trends and substance abuse prevention. Participation is encouraged through school extra credit, free dinner and giveaways. Topics will include: Preventing Prescription Drug and Opiate Abuse. Program expenses will include a speaker, pizza, and handouts.</p> <p>Community Wide Prescription Drug Abuse Education Campaign will be aimed at preventing RX drug abuse and limiting access to prescriptions in the home. Activities will include media campaign, partnering with pharmacies to share written information, educating seniors through the senior center, parent education and youth programs. Program expenses include: printed materials, curriculums, giveaways and advertising.</p>
----	---

14	<p>I certify that to the best of my knowledge and belief, the information in this application is true and correct, the document has been duly authorized by the governing body of the contractor, the contractor has legal authority to apply for assistance, the contractor will comply with applicable state and/or federal regulations, and that I am a duly authorized signatory for the contractor.</p>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name (Print Or Type)</th> <th style="width: 30%;">Title</th> <th style="width: 30%;">Signature</th> <th style="width: 10%;">Date</th> </tr> </thead> <tbody> <tr> <td>Valerie Geato</td> <td>Director Youth & Social Services</td> <td></td> <td>10/24/2014</td> </tr> </tbody> </table>		Name (Print Or Type)	Title	Signature	Date	Valerie Geato	Director Youth & Social Services		10/24/2014
Name (Print Or Type)	Title	Signature	Date						
Valerie Geato	Director Youth & Social Services		10/24/2014						

AUTHORIZING SIGNATURE(S)

15	<p>In order for this application to be considered for funding, it must be signed by the chief elected municipal official (mayor or first selectman) or the Town Manager. In cases of a multi-town application, this application must be accompanied by authorizing letters from each chief elected official (or Town Manager) of the towns involved.</p>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name (Print Or Type)</th> <th style="width: 30%;">Title</th> <th style="width: 30%;">Signature</th> <th style="width: 10%;">Date</th> </tr> </thead> <tbody> <tr> <td>Stan Soby</td> <td>First Selectman</td> <td></td> <td></td> </tr> </tbody> </table>		Name (Print Or Type)	Title	Signature	Date	Stan Soby	First Selectman		
Name (Print Or Type)	Title	Signature	Date						
Stan Soby	First Selectman								

16	<p>If public school-based or public school-related program activities are proposed, the signature of Superintendent of Schools (or his/her designee) of local and/or regional education agency is required.</p>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name (Print Or Type)</th> <th style="width: 30%;">Title</th> <th style="width: 30%;">Signature</th> <th style="width: 10%;">Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Name (Print Or Type)	Title	Signature	Date				
Name (Print Or Type)	Title	Signature	Date						



**GRANT PROGRAM TO SUPPORT THE SERVICES OF
LOCAL ALCOHOL, TOBACCO AND OTHER DRUG ABUSE PREVENTION
and JOINT BEHAVIORAL HEALTH PROMOTION COUNCILS**

July 1, 2014 to June 30, 2015

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

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

Purpose of the Program

The purpose of the Local Prevention Council Grant Program is to facilitate the development of culturally competent ATOD abuse prevention and joint behavioral health promotion initiatives of Local Prevention Councils (LPCs) within communities directed at citizens across the lifespan with the support of chief elected officials. The overall goal is to increase public awareness of the prevention of ATOD abuse and joint behavioral health promotion in the context of overall health and wellness.

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

Grant Requirements

1. Local Prevention Council

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

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

2. Prevention Strategies and Services

The major purpose of the grant is to stimulate the development and expansion of local primary substance abuse prevention services that address all stages of human development. While the range of potential services is broad, ATOD prevention and joint behavioral health promotion aims to keep the many problems and consequences related to ATOD use/misuse/abuse, depending on the population, from occurring.

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

The range of potential services is broad and LPCs must work with Regional Action Councils (RACs) to identify prevention needs and assist in filling these gaps in services. A complete list of prevention strategies and services is found in Appendix C. Projects must focus on two or more of the six strategies. ***Projects focused on remedial services such as the provision of ATOD abuse and/or joint behavioral health treatment services demonstrating problems resulting from the use and abuse of alcohol, tobacco or other drugs, or the provision of early***

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

intervention services displaying symptoms of possible regular use and/or abuse of ATOD will not be considered for funding.

3. Alcohol and Tobacco Services

50% percent of grant funding must support regional priority areas. See Appendix E for sample services the LPC must use to support these initiatives.

4. School-Based Services

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

5. Reports

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

6. Eligible Applicants

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

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

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

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

7. Application Deadline

Completed applications may be submitted between October 1, 2014 and December 31, 2014. It is encouraged to submit earlier. If an application cannot be completed by this deadline, a "Letter of Intent" to apply must be submitted by October 31, 2014. A sample letter of intent is found in Appendix F.

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

8. Appeal Process

Applicants can direct any complaint or concern to the RAC Executive Director in writing, who will provide a written response within 15 days of receipt. If the applicant does not agree with the response, the RAC will bring the issue to the Department of Mental Health and Addiction Services to determine if the proposed services meet the requirements/guidelines of the grant.

9. Grant Award Amounts

Grant awards are contingent upon the availability of funds. Awards are based on population size and range from \$1,800 to \$8,230, per community, based on 2010 Census Data (see table on next page).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Town	Census 2010
Bridgeport	144,229

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

General Instructions

1. The application must be submitted electronically.
2. Complete all items using only the form found in Appendix B.
3. If additional sheets of paper are used, please clearly label all sheets.
4. If two or more towns apply jointly, submit only one application.
5. LPCs are strongly encouraged to submit applications between October 1, 2014 and December 31, 2014. Earlier is better. If an application cannot be completed by this deadline, a "Letter of Intent" (Appendix F) to apply must be submitted by October 31, 2014.
6. The completed original application and one copy or any questions regarding the grant application process must be electronically submitted to the appropriate Regional Action Council:

Communities for Action (Formerly-Lower Fairfield County Regional Action Council)

Ingrid Gillespie

e-mail: rac@liberationprograms.org

Towns Served: Darien, Greenwich, New Canaan, Stamford

Mid-Fairfield Substance Abuse Coalition

Tracy George

e-mail: tgeorge@hscct.org

Towns Served: Norwalk, Weston, Westport, Wilton

Regional Youth/Adult Social Action Project

Denique Weidema-Lewis

e-mail: dlewis@ryasap.org

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

South Central CT Substance Abuse Council

Marlene McGann

e-mail: MAWSAC@aol.com

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

Valley Substance Abuse Action Council

Pam Mautte

e-mail: Pmautte@bghealth.org

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

Middlesex County Substance Abuse Action Council

Betsey Chadwick

e-mail: betsey@mcsaac.org

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

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

Northeast Communities Against Substance Abuse

Bob Brex

e-mail: necasa@snet.net

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

Southeastern Regional Action Council

Michele Devine

e-mail: serac.ed@sbcglobal.net

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

East of the River Action for Substance Abuse Elimination

Bonnie Smith

e-mail: bonnie.smith@erasect.org

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

Capital Area Substance Abuse Council

Wende Cooper

e-mail: wcooper@casac.org

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

Substance Abuse Action Council

Kathryn Barnard

e-mail: kbarnard@cmhacc.org

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

Housatonic Valley Coalition Against Substance Abuse

Allison Fulton

e-mail: housatonic.valley@snet.net

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

Central Naugatuck Valley Regional Action Council

Jennifer Dewitt

e-mail: jdewitt.FIC@sbcglobal.net

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

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

Item-By-Item Instructions for Funding Application

1. Enter the date the application is completed.
2. Enter the name and address of town/organization that will receive the funding and provide that entity's Federal Employer Identification Number (FEIN).
3. Indicate if a permanent LPC has been established.
4. Enter the name, address, and telephone number of the LPC.
5. Enter the name, title, phone and fax number of the person who is the LPC contact for questions about the proposed services.
6. Enter the name, title, phone and fax number of the person who is the contact for questions about fiscal matters pertaining to the application
7. Enter the town(s) included in application.
8. Indicate whether or not any litigation is pending against your organization; if so, provide a brief explanation.
9. Indicate dollar amounts of both the program budget and funding requested.
10. For each proposed service, enter the following information:
 - a. Describe the proposed ATOD prevention and joint behavioral health promotion services.
 - b. Enter the Service Type and Service Type Code for the service (See Appendix C).
 - c. Enter the anticipated dates of the service.
 - d. Check whether the service is related to alcohol or tobacco prevention (25% of funds), or other joint behavioral health promotion.
 - e. Enter an estimate for the number of males and females to be served.
 - f. Check the intended population for the service.
 - g. Enter an estimate for the number of service participants by age group (lifespan is eligible).
 - h. Enter an estimate for the number of service participants by age racial group.
 - i. Enter an estimate for the number of service participants by Hispanic origin.
 - j. Enter an estimate for the number of hours it will take to conduct the service.
 - k. Enter an estimate for the number of hours it will take to plan and prepare for the service.
 - l. Indicate the amount of LPC grant funds allocated to the service.
 - m. Indicated the total cost of the service.
11. Describe how cultural competence will be incorporated into the proposed services.
12. Provide an itemized budget of expenses that you expect to incur in the implementation of your projects. This budget should show exactly what requested dollars will purchase. Include such expenses as: materials/supplies; equipment and equipment rentals (maximum allowed 20%);

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

personnel costs with salary and fringe (maximum allowed 30%); printing; telephone. All expenses must be specified; do not use a "miscellaneous" or "other" category.

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

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

Appendix A: Prevention Strategies and Services

Environmental

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

Preventing Underage Sale of Tobacco for Synar Amendment - STV02

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

Preventing Underage Alcoholic Beverage Sales - STV03

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

Establishing ATOD-Free Policies - STV04

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

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

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

Public Policy Efforts - STV06

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

Enforcement of Alcoholic Beverage Laws or Policies - CTV01

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

Community-Based Process

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

Accessing Services and Funding - STC01

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

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Assessing Community Needs - STC02

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

Community/Volunteer Services - STC03

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

Community Team Activities - STC05

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

Training Services - STC06

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

Technical Assistance (TA) - STC08

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

Systematic Planning - STC10

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

Focus Groups - CTC11

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

Data Collection, Monitoring and Evaluation - CTC15

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

Information Dissemination

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

Health Fairs - STN02

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

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Health Promotions - STN03

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

A/V Material Disseminated - STN10

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

Printed Material Disseminated - STN11

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

Curricula Disseminated - STN12

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

Periodicals Disseminated - STN13

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

PSAs Disseminated - STN14

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

Resource Directories Disseminated - STN15

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

Media Campaigns Distributed - STN16

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

Speaking Engagements

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

Education

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

Children of Substance Abusers Groups - STE01

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

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Classroom Educational Services - STE02

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

Educational Services for Youth Groups - STE03

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

Parenting/Family Management Services - STE04

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

Peer Leader/Helper Programs - STE05

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

Small Group Sessions - STE06

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

Alternatives

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

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

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

Community Drop-In Center Activities - STA04

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

Community Services - STA06

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

Youth/Adult Leadership Functions - STA07

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

Problem Identification and Referral

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

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Student Assistance Programs - STP03

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

Prevention Assessment and Referral Services - STP06

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

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

Appendix B: Cultural Competence Information

Cultural Competence is defined as:

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

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

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

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

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

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

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

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

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

<Insert Date>

<Insert RAC name and address>

This letter is to advise you that the <Insert Applicant Agency Name> intends to apply for Local Prevention Council Program funds for the 2014-2015 funding period. We will submit a completed application by <insert date when application will be submitted>.

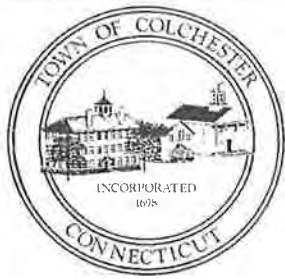
Towns included in this application are <insert towns>.

Signature of Chief Elected Official

Title

City/Town

Date



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Stan Soby, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From: Stan Soby, First Selectman

Date: 11/6/2014

Re: 2015 Board of Selectmen Regular Meeting Schedule

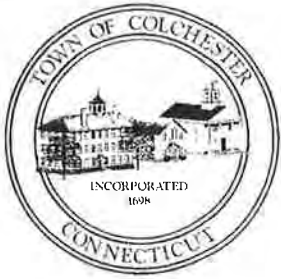
The following meeting schedule is recommended for the regular monthly meetings of the Board of Selectmen for 2015.

Unless otherwise noted, meetings are held on the 1st and 3rd Thursday of each month at 7:00 PM, at the Town Hall, located at 127 Norwich Ave, Colchester, CT.

*January 15	August 6
February 5	August 20
February 19	September 3
March 5	September 17
March 19	October 1
April 2	October 15
April 16	November 5
May 7	November 19
May 21	December 3
June 4	December 17
June 18	
July 2	
July 16	

Recommended Motion – “Move to adopt the Board of Selectmen 2015 meeting schedule as recommended by the First Selectman.”

***No meeting Jan 1 due to Holiday**



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Stan Soby, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From: Stan Soby, First Selectman

Date: 11/6/2014

Re: 2015 Board and Commission Chairmen Meeting Schedule

The following regular meeting schedule is recommended for 2015. All meetings will take place prior to the regular Board of Selectmen meeting for that evening.

January 15
April 16
July 16
October 15

Recommended motion – “Move to adopt the Board and Commission Chairmen 2015 meeting schedule as recommended by the First Selectman.”