



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting @ 7:00 PM
Thursday, October 2, 2014
Colchester Town Hall
Meeting Room 1**

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the September 18, 2014 Board of Selectmen Regular Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Agricultural Commission – Charles Csere to be interviewed
 - b. Ethics Commission – Resignation of John Dilorio
 - c. Chatham Health District – Resignation of Board of Directors member Dr. Priya Tandon
 - d. Open Space Advisory Committee
6. Budget Transfers
7. Tax Refunds & Rebates
8. Discussion and Possible Action on Exemption for Horses and Ponies
9. Discussion and Possible Action on Youth Services Advisory Board By-Laws
10. Discussion and Possible Action on Commission on Aging Ordinance
11. Discussion and Possible Action on Town Streets and Road Snow Plowing Contract
12. Discussion and Possible Action on School Snow Plowing Contract
13. Discussion and Possible Action on Transfer Station Scrap Metal Services
14. Discussion and Possible Action on Sewer & Water RDT at Joint Facilities Plant
15. Discussion and Possible Action on Contract for Services for Emergency Communications and '911' Telephone Services
16. Discussion and Possible Action on Charter Review Commission First Selectman Charge
17. Discussion and Possible Action on Economic Development Commission Ordinance

18. Citizen's Comments
19. First Selectman's Report
20. Liaison Reports
21. Executive Session to Discuss Employee 457 plan
22. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Stan Soby, First Selectman

**Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, September 18, 2014
Colchester Town Hall – 7:00 PM
Meeting Room 1**

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

MEMBERS ABSENT: None

OTHERS PRESENT: Jim Paggioli, Public Works Director; Don Phillips, Tax Collector; John Chaponis, Assessor, Dottie Mrowka, Registrar; Diana Giles, Registrar; Arthur Liverant, Gail Therian, Clerk and other citizens.

1. Call to Order

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

2. Additions to the Agenda – None

3. Approve Minutes of the September 4, 2014 Board of Selectmen Meeting

R. Coyle moved to approve the Regular Board of Selectmen Meeting minutes of September 4, 2014 as presented, seconded by D. Mizla. Unanimously approved MOTION CARRIED.

4. Citizen's Comments- None

5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations:

- a. **Fair Rent Commission – Christina Maher to be interviewed**
Christina Maher was interviewed.

6. Budget Transfers - None

7. Tax Refunds & Rebates -

First Selectman Soby said that copies of the Tax Refunds and Rebates were not included in the Board member's packets. This item will be acted upon at the next meeting. No action was taken.

8. Tax Collector's Update

Don Phillips, Tax Collector said that he has been researching on-line bill paying services and has narrowed it down to two (2) vendors that work with the present software used by the Tax office. He is presently in the process of contacting four (4) towns who each use one of the services for their input and recommendations. He hopes to have a decision to present to the Board of Selectmen by the end of the month. He is also exploring the possibility of taking debit card payments at the Tax office counter. Discussion followed regarding the compatibility of the systems with our current software and convenience fees.

B. Curran asked about the revenue amount collected to date in comparison to other years. D. Phillips explained that the collections in July and August are slightly ahead of previous years, but that this is no indication of the trend that will continue through the fiscal year. He also explained the delinquent tax collection process.

D. Phillips returned at the end of the meeting to answer a question asked by B. Curran. He had a report for collections through August for previous years prepared by Maggie Cosgrove, Chief Financial Officer which he reviewed.

9. Discussion and Possible Action on Exemption for Horses and Ponies

John Chaponis, Assessor, said that this year the Connecticut Legislature passed new legislation enabling a local option exemption for horses and ponies. He explained the current law that exempts the first \$1,000 in assessment of each horse and how this exemption affects the total tax bill. He also explained the work involved for the Assessor's office with

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2014 SEP 22 PM 3:28

little or no financial gain. He also provided sample language for an Exemption for Horses and Ponies Ordinance. Discussion followed. S. Soby will research other town's ordinances and will report to the Board members at the next meeting.

No action taken.

10. Discussion and Update on Youth Services Substance Abuse Counseling Services

S. Soby said that Rushford Center, Inc. has agreed to include the phrase "not to exceed \$11,200" to the contract as discussed at the last meeting.

R. Coyle moved to authorize the Youth & Social Services to enter into a contract with Rushford Center, Inc. for substance abuse counseling services and to authorize the First Selectman to sign all appropriate documents, seconded by D. Mizla. Unanimously approved. MOTION CARRIED

11. Discussion and Possible Action on Senior Center Lease Agreement

S. Soby said that a couple of corrections had been made.

R. Coyle moved to enter into the Lease Agreement between Bacon Academy Board of Trustees and the Town of Colchester and to authorize the First Selectman to sign all appropriate documents, seconded by D. Mizla. Unanimously approved. MOTION CARRIED

12. Discussion and Possible Action on Clean Energy Communities Pledge

S. Soby said that this is a pledge, not a contract and there is no doubt that the Town will fulfill the pledge on the conservation side with respect to clean energy. J. Paggioli said that the conservation portion of the project is all ready completed and that going forward with a RFP for fixed cost for electricity a lot of suppliers are mirroring this pledge. Discussion followed.

R. Coyle motioned for the Town to commit to the Clean Energy Communities Municipal Pledge and to authorize the First Selectman to sign all appropriate documents, seconded by D. Mizla. Unanimously approved. MOTION CARRIED.

13. Discussion and Possible Action on Emergency Management Performance Grant

R. Coyle moved to accept the Emergency Management Performance Grant and to authorize the First Selectman to sign all necessary documents, seconded by D. Mizla. Unanimously approved. MOTION CARRIED.

14. Citizen's Comments - None

15. First Selectman's Report

S. Soby said that the KX contract is moving forward. The language has been reviewed by four (4) Town attorneys who are all comfortable with the language. The payment structure has been reviewed by our Board of Finance. Colchester and East Hampton met with the delegation for assistance to replenish the KX's reserve. He said that the Town of Colchester has joined a number of Connecticut Towns to request the Bureau of Indian Affairs to hold a public hearing on changing the recognition criteria language in Connecticut. The Town has received a notice about a law suit involving a recent Planning and Zoning Commission decision for a commercial development. The Town is working with all parties to try to resolve this with the least possible impact to the Town.

S. Soby said that he had attended the Building Committee meeting and that the Committee is attending all the school open houses. He said that the architect had discussions about the ages of construction renovation work on the existing space, reuse concepts and new construction concepts. These concepts will be refined and rough figures will be given for comparison for cost effectiveness for each option. The 57 Fest Committee has met several times to deal with the loss of sponsorship. It was decided to charge for a wrist bracelet for the kiddies' area to help defray costs. The fireworks are all set. The Emergency Planning committee held a meeting and the focus was on school security. Security systems have been installed at both the schools and the Town facilities. They are also working on evacuation plan at Bacon Academy for special needs students. He said that the Bacon Academy Unified Art program was a recipient of the Department of Developmental Services South Region Community Connections Award on Thursday, September 18 2014 at Camp Harkness.

16. Liaison Reports

K. Frantzen – No report

D. Mizla reported on the Parks and Recreation meeting on September 8, 2014. They discussed the vandalism at the Spray Park and how to address this. They also discussed the 57 Fest. The activities start at 4:00 p.m.; the band performance will begin at 6:00 p.m. with the fireworks beginning at 8:00 p.m. She attended the Board of Education meeting held on September 9, 2014. The first day of school went well. There were 60 additional students that were either transfers from magnet schools or private schools, home schooled or new to Colchester. Two hundred and ninety three students took the AP exams despite the fact that parents are responsible for the fee now. She attended the September 13 2014 Board of Assessment Appeals hearings. Six appeals were heard for motor vehicle assessments.

R. Coyle reported on the Tri Board Committee "A" meeting held on Tuesday, September 16, 2014. She said this Committee will be looking to talk to people about the budget until March 1. They are looking to have articles published bi-weekly in the Rivereast. There are eight (8) subjects they will be addressing in a question and answer format: enrollment; self insurance; 24/7 police; maintenance budget – what does it mean; magnet school and tuition; revenue sources; staffing questions, and budget timeline. She attended the Colchester Hayward Fire Department Monthly Officers meeting. The items discussed were the part-time weekend coverage that ends in December, the testing of equipment, their work with the ISO to change classes from 4 to 3, training and repair work to the building.

B. Curran said that the Economic Development Commission was not held again because of a lack of quorum. He suggested that the Board consider reducing the number of members to five (5) members and two (2) alternates to alleviate the problem of not having a quorum. He said that the Planning and Zoning Commission meeting was held on Wednesday, September 17, 2014. A discussion of the draft of the Plan of Conservation and Development was held. He said that if the projected demographics included in the Plan are found to be true, the demographics in Colchester will change dramatically. He said the Commission discussed the need for funds to purchase Open Space and the creation of a village center in the Westchester area. He encouraged the Board members to read the document.

17. Executive Session to Discuss Contract Negotiations

D. Mizla moved to enter into executive session to discuss contract negotiations, seconded by R. Coyle
Unanimously approved. MOTION CARRIED

Entered into executive session at 8:25 p.m.
Exited executive session at 8:30 p.m.

18. Executive Session to Discuss a Personnel Matter

R. Coyle moved to enter into executive session to discuss a personnel matter, seconded by D. Mizla. Unanimously approved. MOTION CARRIED

Entered into executive session at 8:31 p.m.
Exited executive session at 8:42 p.m.

19. Adjourn

K. Frantzen moved to adjourn at 8:42 p.m., seconded by B. Curran. Unanimously approved MOTION CARRIED.

Respectfully submitted,

Gail Therian, Clerk



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 9-16-2014

BOARDS & COMMISSIONS APPLICATION

Name: Charles Csere

Address: 268 Middletown Rd

Colchester, CT. 06415

Home Phone: 860-537-4013 Email ctcsere@gmail.com

FAX: _____

Work Phone: 860-639-7817

Email _____

Town Residency 23

Years

Party Affiliation: Democrat



Republican



Unaffiliated

(circle one)

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

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

High School: Bacon Academy, Colchester, CT, attended 2005-2009, graduated 2009

College: Middlesex Community College, Middletown, CT attended 2009-2011, graduated 2011, Associate's Degree: General Studies

Trade, Business N/A

Or Correspondence _____

School _____

CONTINUED ON REVERSE SIDE

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

-JNW Scout Reservation, 231 Ashford Center Road, Ashford, CT (Boy Scouts of America). Position: Dining Services Staff

Length of employment: 2006-2011 Reason for leaving: seasonal employment

-Noel's Market, 15 Broadway, Colchester, CT. Position: Stock clerk. Length of employment: July 2013-

August 2013. Reason for leaving: temporary employment.

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

Why are you interested in serving? I am interested in small farms and how they relate to the operation of local stores, restaurants and school cafeterias. I am interested in what kind of education and knowledge people have regarding where their food comes from and the process it goes through to arrive as a final product, as well as what food is actually healthy. I am interested in pursuing a career in food service. I would like to bring my knowledge to other commission members and to the public.

Do you have any experience or familiarity with this area? I have experience working in food service as well as a grocery store. I am familiar with many areas of a commercial kitchen and how they operate. I am familiar with food service and agriculture regulations and how they affect farms and food service. I have a large organic vegetable garden at home so I can relate to professional farmers. I have personally been on a vegan diet for 2+ years and I would like to share some of my knowledge and experience to see how I can better the agriculture commission.

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

Which ones? Ethics Commission

Date: 9-16-2014

Signature: 

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	VACANT				11/30/2015
Alternate	VACANT				11/30/2014

Agriculture Commission

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

September 22, 2014

Stan Soby, First Selectman
Town of Colchester
Colchester, CT 06415

09-22-14P12:59 RCVD

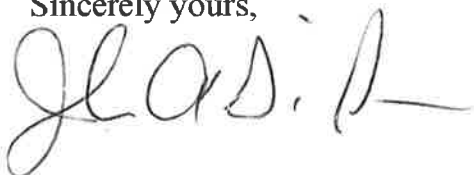
Dear Mr. Soby,

As of October 1, my wife and I will be moving to Pomfret Center and will no longer be Colchester residents. Therefore, regrettably, I must resign my position on the Colchester Ethic Commission.

I appreciate to opportunity to serve the town, and am sorry that I must prematurely resign. When I accepted the appointment I fully expected to serve a full term. However, our circumstances have changed, thus our decision to move.

Thank you again for the opportunity to serve.

Sincerely yours,

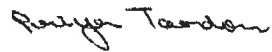
A handwritten signature in cursive script, appearing to read "John A. DiIorio".

John A. DiIorio

Dear Mr. Stan Soby,

While I appreciate the opportunity to work with Chatham Health District, I unfortunately need to resign from my position due to a scheduling conflict with the meetings set in place by Chatham Health District.

Sincerely,

A handwritten signature in cursive script that reads "Priya Tandon".

Dr. Priya Tandon

09-19-14P02:18 RCVD

Open Space Commission-7 Members, 3 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>Expiration Date</i>
Chair	Nick Norton	R	860-267-0749	3/31/2014
Vice Chair	Theodore Fuini	R	860-537-1717	3/31/2014
Member	William Hochholzer	U	860-537-9691	3/31/2014
Member	Mary Stevens	D	860-537-6163	10/1/2016
Member	VACANT			3/31/2015
Member	VACANT			3/31/2014
Member	VACANT			3/31/2014

Some members of this commission have specific requirements, membership in certain groups, etc. We'll have to discuss if anything comes up for this.

Open Space Commission

Memorandum

To: Stan Soby, First Selectman
From: John Chaponis, Assessor
CC:
Date: September 11, 2014
Re: Local Option Exemption for Horses & Ponies

This past year, in Public Act 14-33, the Connecticut Legislature passed new legislation enabling a local option exemption for horses & ponies. This legislation was a collaborate effort/support from the Department of Agriculture as well as the Connecticut Association of Assessing Officers.

In addition to promoting agriculture, some of the reasons exacting this legislation makes sense are as follows:

- Currently, horses & ponies are the only remaining animal/pet that is considered taxable making it an unfair, inequitable, indiscriminate tax .
- Assessors are required to value these animals when assessors are not experts in horse valuation.
- Current law already exempts the first \$1,000 in assessment of each horse but still requires town staff to create and mail an annual declaration (Form M-15), the property owner complete and return the M-15, town staff to receive the declarations, process them, complete the data entry, mail final notices and bills (if necessary).
- Mail bills "if necessary" because most property owner declare their horse's value to be less than \$1,650 FMV, resulting in an assessment of \$1,155 (\$1,000 of which is exempt) leaving an assessment of \$155 which does not create a tax bill because it is less than \$5. A ton of administration and cost of printing and mailing documents for no/little financial gain.
- Colchester had \$32,770 in gross assessments on horses & ponies on the 2013 Grand List of which \$11,060 were exempt.

If the town of Colchester were interested in passing a local ordinance to exempt horses & ponies, I have provided some sample language as well as a copy of Public Act 14-33.

Sample Language:

Exemption for Horses and Ponies

Be It Resolved, that to promote agricultural use of land and other resources including, but not limited to the, stabling, training, instructing and riding of horses and ponies, effective upon passage, applicable to assessment years beginning with October 1, 2014, and notwithstanding the provisions of subdivision (68) of section 12-81 of the general statutes and section 12-91 of the general statutes, as amended by said Public Act No. 14-33, the Board of Selectmen are hereby authorized, acting as the statutorily designated legislative body, at a regular or special board of selectmen meeting properly called for the purpose of determining taxation of horses and ponies located within the corporate limits of the town of Colchester, to exempt from property valuation horses and ponies of any value;



Substitute House Bill No. 5057

Public Act No. 14-33

**AN ACT CONCERNING THE ASSESSMENT OF HORSES AND
PONIES AND FARM MACHINERY AND THE TRANSFER OF
LAND CLASSIFIED AS FARM LAND, OPEN SPACE LAND,
FOREST LAND AND MARINE HERITAGE LAND.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (*Effective October 1, 2014, and applicable to assessment years commencing on or after said date*) Notwithstanding the provisions of subdivision (68) of section 12-81 of the general statutes and section 12-91 of the general statutes, as amended by this act, any municipality may, by vote of its legislative body or, in a municipality where the legislative body is a town meeting, by vote of the board of selectmen, exempt from property taxation horses or ponies of any value.

09-12-14P02:10 RCVD

TOWN OF CROMWELL
TOWN COUNCIL
REGULAR MEETING
WEDNESDAY SEPTEMBER 10, 2014
7:00 PM TOWN HALL ROOM 224/5

RECEIVED FOR FILING
9-12 2014 at 2:10 PM.
TOWN CLERK'S OFFICE
CROMWELL, CONN.

Jean Aulisi
TOWN CLERK

MINUTES

Present: Mayor E. Faienza, Deputy First Selectman R. Newton, A. Waters, A. Spotts
F. Emanuele, S. Banic

Absent: M. Terry

Also Present: Town Manager J. Sistare, Chief of Police A. Salvatore, Captain D. LaMontagne, Public Works Director L. Spina, Director of Finance M. Sylvester, Director of Community Development/EDC S. Popper, Town Engineer J. Harriman, Assessor S. Baron, State Representative C. Carpino, Public and Press

A. CALL TO ORDER

Mayor Faienza called the Regular Meeting to order at 7:16 p.m.

B. PLEDGE OF ALLEGIANCE

Captain LaMontagne led the Pledge of Allegiance.

C. APPROVAL OF AGENDA

Motion made by A. Spotts seconded by F. Emanuele and *unanimously carried* to approve the agenda.

D. PRESENTATION OF PROCLAMATION -TELSERV CYCLE FOR LIFE

Mayor Faienza presented the Proclamation and proclaimed Saturday, September 13, 2014 as a day of Connecticut Cystic Fibrosis Foundation's 2014 Teleserv Cycle for Life event.

Representative Christie Carpino presented Telserv with a Proclamation from the State Legislator for the Cycle for Life event.

E. RESOLUTION FRED CURTIN'S RETIREMENT

Mayor Faienza presented the Resolution to Fred Curtin thanking him for his many years of service to the Town of Cromwell.

F. COMMISSION CHAIRMAN REPORTS/LIAISON REPORTS

None

G. CITIZEN COMMENT

Mayor Faienza read the Rules for Citizen Comments into the record. They will be the protocol used at Town Council Meetings starting with tonight's meeting. Attached to the minutes.

1. T. Amenta, Mystique Lane -Spoke regarding item Q-1. Suggested that the Council wait to accept the resignation until someone speaks to Mr. Connelly. Mr. Amenta felt that Mr. Connelly is too valuable a asset to lose.
2. A. Varricchio, Kowal Drive -Spoke regarding item Q-1. Agreed with Mr. Amenta's suggestion to speak with Mr. Connelly before accepting his resignation.

H. MAYOR'S REPORT

Mayor Faienza reported:

- Business Tours will begin once again next Wednesday September 17th at 9:00 a.m. Stuart is working on the businesses; an email will be sent out with names and locations prior to next week.
- Cromwell Works is scheduled for Wednesday September 24th from 7:30 - 8:30 a.m. here at the Gym in Town Hall.
- Congratulations to Assessor Shawna Baron for being accepted to the Governors Board of Assessors.
- There will be a moment of silence here at Town Hall tomorrow at 8:45 A.M. to honor the victims of the tragedy of September 11th, 2001.
- Grand Reopening at 99 Restaurant tomorrow September 11th at 5:00 P.M.
- Cycle for life this Saturday September 13th at Telsolve on Progress Drive.

I. TOWN MANAGER'S REPORT

Town Manager Sistare reported:

- Lou Spina was hired as Cromwell's Public Works Director on August 4th. Mr. Spina is a great addition to the Town's staff.
- Monthly meetings with Department Heads have been scheduled starting this month. The meetings will be held in the Department Head's area to discuss issues and provide updates.
- In the final stage of obtaining pricing to update the town web-site.
- 2013/14 ending strong financially.

J. CHIEF OF POLICE'S REPORT

Chief Salvatore reported:

- The monthly statistics for July and August were distributed.
- The department has received over 9100 calls for service so far this year.
- Officer Gorski resigned. They are hoping to fill the vacancy with a Certified Officer.
- Officer Bianchi is doing well at the Academy and Officer Perlini will be graduating from the Academy on September 17th.
- The Department will host a Drug-take-back on September 27th from 10 a.m. until 2 p.m.
- Captain LaMontagne talked about and demonstrated the Go-bags that will be issued to the Department. They will contain various items such as water and

power bars, bandages and extra ammunition for when the officers are on long calls or are unreachable for those items to be brought to them.

- Chief Salvatore and Captain LaMontagne commended Sgt. Parson for his outstanding performance in a recent drug bust case.
- The Officers will be issued Narcan to administer to people who overdose on drugs and are unconscious. Recent legislation exempts liability for administering the Narcan.
- The Department will participate in the Downtown Merchants Halloween on Main Street Program.

K. PUBLIC WORKS DIRECTOR'S REPORT

Copy of report that Director Spina presented attached to minutes.

L. FINANCIAL

1. Budget Reports

Director of Finance M. Sylvester presented the budget reports. Ms. Sylvester advised that they are in the process of closing out FY 13/14. A strong fiscal year ending balance is projected; Budget -\$800,000, Revenue \$700,000. The Auditors will be on site starting September 22nd.

2. Tax Refunds

Motion made by A. Waters seconded by F. Emanuele and *unanimously carried* to approve July refunds 1-3.

Motion made by A. Waters seconded by F. Emanuele and *unanimously carried* to approve August refunds 1 -17.

3. Approve 2013-14 Interdepartmental transfer from Public Works/Transfer Station to Public Works/Vehicle Maintenance for \$4,020.

Motion made by R. Newton seconded by A. Spotts and *unanimously carried* to approve 2013/14 Interdepartmental transfer from Public Works/Transfer Station to Public Works/Vehicle Maintenance for \$4,020.

4. Approve \$45,000 appropriation within the LoCIP Fund for drainage and reconstruction on the Raymond Place (area) road project, as approved by the State OPM. Funds will be fully reimbursed to the LoCIP Fund.

Motion made by R. Newton seconded by A. Spotts and *unanimously carried* to approve \$45,000 appropriation within the LoCIP Fund for drainage and reconstruction on the Raymond Place (area) road project, as approved by the State OPM. Funds will be fully reimbursed to the LoCIP Fund.

M. STAFF REPORTS

1. Economic Development Coordinator

EDC Coordinator S. Popper presented his written report which is attached to the minutes.

N. UNFINISHED BUSINESS

1. Discussion and action regarding Regional Communications Center Feasibility Study for the Towns of Berlin, Cromwell, Newington, Rocky Hill and Wethersfield Final Report. -*Tabled*

Left on table

2. Discussion and action to approve Full Time Executive Assistant Position in Town Manager's Office. -*Tabled*

Motion made by A. Spotts seconded by R. Newton and *unanimously carried* to remove from the table.

Town Manager Sistare presented the request.

Discussion followed regarding the necessity of the position and the exempt status of the H/R position.

Motion made by R. Newton seconded by A. Spotts and *unanimously carried* to approve Full Time Executive Assistant Position in Town Manager's Office.

- a. Approve Job Description, Executive Assistant Position.

- b. Approve pay scale, Executive Assistant Position.

Motion made by R. Newton seconded by A. Spotts and *unanimously carried* to approve Job Description, and the pay scale for the Executive Assistant Position.

3. Discussion and action regarding outstanding liens/fines on Country Squire Drive, Missile Site. -*Tabled*

Left on table

O. NEW BUSINESS

1. Approve Resolution authorizing Town Manager Jonathan B. Sistare to sign agreement entitled: "Agreement between the State of Connecticut and the Town of Cromwell for the development of contract plans, specifications and estimates for reconstruction of Willowbrook Road utilizing Federal Funds under the Urban Component of the Surface Transportation Program."

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to approve Resolution authorizing Town Manager Jonathan B. Sistare to sign agreement entitled: "Agreement between the State of Connecticut and the Town of Cromwell for the development of contract plans, specifications and estimates for reconstruction of Willowbrook Road utilizing Federal Funds under the Urban Component of the Surface Transportation Program."

2. Discussion and action to approve Town Sponsorship of CDMA Halloween on Main Street Event.

Motion made by R. Newton seconded by A. Spotts and *unanimously carried* to approve Town Sponsorship of CDMA Halloween on Main Street Event.

3. Discussion and possible action on proposed Horse Exemption Ordinance. Assessor S. Baron presented the topic.

After a short discussion, the consensus of the Council was to choose to exempt horses from taxation without passing an ordinance, since that option was available to them.

Motion made by R. Newton seconded by A. Spotts and *unanimously carried* to stop taxing horses.

P. APPROVAL OF MINUTES

1. Regular Meeting, July 9, 2014

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to approve the minutes of July 9, 2014.

2. Special Meeting, August 7, 2014

Motion made by R. Newton seconded by S. Banic and *carried to approve* the minutes of August 7, 2014.

Aye: S. Banic, E. Faienza, R. Newton, A. Waters

Abstained: F. Emanuele, A. Spotts (they were unable to attend the meeting)

Q. RESIGNATIONS

1. Board of Assessment Appeals

a. Tim Connelly

Motion made by A. Water to not accept Mr. Connelly's resignation. *No second received.*

After discussion, the consensus of the Council was to table this item with a request that Town Manager Sistare contact Mr. Connelly.

Motion made by A. Waters seconded by R. Newton and *unanimously carried* to table.

2. Youth Advisory Board

a. Rev. Kevin Lester

Motion made by R. Newton seconded by A. Spotts and *unanimously carried* to accept Rev. Lester's resignation with regret from the Youth Advisory Board.

R. APPOINTMENTS

1. Senior Services Commission

a. Pat Alsup (to fill Michelle Miller's term) term expires April 2015

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to approve Ms. Alsup's appointment to the Senior Services Commission.

2. Youth Services Advisory Board

a. Lynn Bennett

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to approve Ms. Bennett's appointment to the Youth Services Advisory Board.

3. Board of Assessment Appeals

a. Joe Morin, (to fill vacancy)

Motion made by R. Newton seconded by A. Spotts and *unanimously carried* to table since Mr. Connelly's resignation was tabled.

S. TOWN COUNCIL COMMISSION LIAISON REPORTS

E. Faienza -P&Z

R. Newton -CWPCA

A. Waters -EDC & P&R

A. Spotts-Senior Services and Fire District

T. GOOD & WELFARE

E. Faienza -Advised that the Public Works Facility Topic was not on this evening's agenda because additional information was needed. It will be on the October agenda.

J. Sistare - Advised that he will become a Cromwell resident on Monday.

U. ADJOURNMENT

Motion made by F. Emanuele seconded by R. Newton and *unanimously carried* to adjourn the Regular Meeting at 9:20 p.m.

Respectfully submitted,



Re Matus
Secretary

Rules for Citizen Comments:

1. Each speaker will have a total of 3 minutes to speak on the issues of their choice;
2. The Mayor shall recognize only one speaker at a time;
3. The purpose of the Citizen Comment period is to give the residents of Cromwell, or others, the opportunity to make comments regarding matters of public concern, town policies or actions of the town, and to ask questions of the Council or Town Staff. All questions and comments will be taken under advisement and questions raised may be answered this evening or addressed at a later date. There will be no open debate with the Council members during the public comment period and all questions and comments shall be directed to the Mayor;
4. The Mayor shall have the right to discontinue recognition of any speaker whom the Mayor believes is not using proper decorum for a public meeting; is verbally abusive of a member, or members of the Council, Town Staff, or the public; becomes belligerent; or uses profanity.

Cromwell Police Department

Incident Analysis

11/15/2017

Shift		Total
1st 01	2nd	3rd
420	384	252
		1060

UCR	Nature	1st	2nd	3rd	Total
11	Escort	1	2	6	9
13A	Assault, Aggravated	1	0	0	1
13B	Assault, Simple	0	1	1	2
13C	Threaten/Harass/Intimidation	0	0	1	1
13PH	Harrassing Phone Calls	1	0	0	1
14	MV Parking Violation	4	5	0	9
16	MV Violation	51	51	52	154
18	Drug - INFRACTION only	0	1	0	1
19	Assist Motorist	19	8	2	29
1911	911 Hang Up Call	2	8	0	10
19CS	Car Seat Installation	4	0	0	4
20	See Complainant	10	11	2	23
20P	FV Protocol / P.A.	5	4	0	9
20U	Unfounded Complaint	12	16	5	33
21	Domestic Incident	0	3	3	6
22	Fight/Disturbance	0	1	2	3
220	Burglary	2	0	0	2
23C	Larceny -Shoplifting	8	12	1	21
23D	Larceny - From Building	4	0	0	4
23F	Larceny - From MV	0	1	2	3
23G	Larceny - MV Parts/Access	0	0	1	1
23H	Larceny- Other	2	0	1	3
250	Counterfeit/Forgery	1	0	0	1
26	Impaired / Intox Person	0	0	1	1
26C	Impersonation	0	1	0	1
26E	Wire Fraud	1	0	0	1
28F	Follow Up	67	26	10	103
29	Suspicious Activity	17	34	18	69
290	Criminal Mischief / Vandalism	2	2	1	5
30	Alarm - All types	30	28	27	85
34	Patient Dispute	0	0	2	2
47	Report of Gunshot	1	0	0	1
48	Medical Emergency	34	21	11	66
51	MV Accident	25	16	1	42
63	Noise Complaint	0	11	8	19
64	Unwanted Person	1	2	2	5
67	Juvenile Incident	5	1	0	6
71	Property Check	5	43	61	109
71W	Well Being Check	2	4	1	7
72	Neighbor Dispute	0	2	0	2
73	Road Cond/TCS Out	4	10	1	15
75	Assist Other Agency	11	9	9	29

Incident Analysis

78	Property Seized	1	1	0	2
81	Serve Warrant INFO	4	1	0	5
82	Property Lost/Found	5	2	2	9
84	Animal Complaint	35	13	2	50
89	Civil Matter	3	2	0	5
89ID	Identity Theft	1	0	0	1
90C	Dis Conduct/BOP	1	0	3	4
90D	DUI	0	0	2	2
90J	Trespassing	1	0	0	1
90Z	All Other Offenses	2	1	1	4
93	Record Only Call	3	3	7	13
A91	Administrative Matter	14	5	2	21
A92	Fingerprinting	12	9	0	21
N72	Nursing Home Fax Report	0	1	0	1
Sup	FOLLOW UP OFF SUPP				4
XX	Test	6	12	1	19

Cromwell Police Department
Incident Analysis

06/01/14...06/30/14

		Shift			Total
		1st	2nd	3rd	
		470	430	241	1141

UCR	Nature	1st	2nd	3rd	Total
11	Escort	2	7	2	11
13B	Assault, Simple	0	0	1	1
13C	Threaten/Harass/Intimidation	0	2	0	2
13PH	Harrassing Phone Calls	1	0	0	1
14	MV Parking Violation	5	2	1	8
16	MV Violation	83	93	55	231
17	Traffic Assignment	22	13	11	46
18	Drug - INFRACTION only	0	1	1	2
19	Assist Motorist	14	8	2	24
1911	911 Hang Up Call	7	12	0	19
19CS	Car Seat Installation	0	1	0	1
20	See Complainant	12	15	1	28
20K	K-9 Assist	0	0	1	1
20P	FV Protocol / P.A.	1	1	0	2
20U	Unfounded Complaint	15	23	1	39
21	Domestic Incident	0	3	1	4
220	Burglary	0	1	0	1
23C	Larceny -Shoplifting	5	5	2	12
23D	Larceny - From Building	3	2	0	5
23F	Larceny - From MV	1	0	0	1
23H	Larceny- Other	1	1	0	2
24	Missing Person	2	0	0	2
26	Impaired / Intox Person	0	2	0	2
26B	Credit Card/ATM Fraud	1	2	0	3
270	Larceny - Embezzlement	2	0	0	2
28F	Follow Up	48	32	9	89
29	Suspicious Activity	23	25	10	58
290	Criminal Mischief / Vandalism	4	3	1	8
30	Alarm - All types	23	19	20	62
35A	Drug/Narcotic Violation	1	0	0	1
42	Untimely Death	0	1	0	1
47	Report of Gunshot	0	2	0	2
48	Medical Emergency	21	26	14	61
51	MV Accident	22	14	3	39
63	Noise Complaint	3	5	6	14
64	Unwanted Person	2	2	0	4
67	Juvenile Incident	2	1	0	3
71	Property Check	7	42	84	133
71W	Well Being Check	5	2	3	10
72	Neighbor Dispute	1	0	0	1
73	Road Cond/TCS Out	10	1	1	12
75	Assist Other Agency	18	5	2	25

Incident Analysis

78	Property Seized	1	1	1	3
80	MV Abandoned	3	0	0	3
81	Serve Warrant INFO	1	5	2	8
82	Property Lost/Found	4	3	1	8
84	Animal Complaint	22	15	1	38
89	Civil Matter	8	4	0	12
89ID	Identity Theft	2	0	0	2
90A	Larceny, Bad Checks	0	1	0	1
90D	DUI	0	2	0	2
90J	Trespassing	1	0	1	2
90Z	All Other Offenses	2	4	0	6
93	Record Only Call	5	7	2	14
A91	Administrative Matter	18	3	0	21
A92	Fingerprinting	26	7	0	33
N72	Nursing Home Fax Report	1	1	0	2
XX	Test	9	3	1	13

Public Works Director Project Updates

Administration

Assessing staff and operations as well as familiarizing myself with the town's policies, budgets and infrastructure.

In the process of putting a work order system in place to provide a means of tracking progress and measuring accountability, reviewing a proposal that was just received.

Signed on with a weather monitoring company (Weather Works) specific updates to our location, very useful tool to prepare for and mobilize for storm and winter operations.

Building Maintenance Department

Oversight of roof replacement on Park Maintenance Building at Watrous Park earlier this summer.

Oversight of HVAC upgrades to the Communications Room at Police Department which included the installation of a new 3 ton unit and air handlers

Installation of a 40 gallon hot water heater and stainless steel sink at PBA Building in Pierson Park to facilitate snack bar operations for the high School as well as Cromwell Pop Warner Football.

Painted visitor parking spaces painted at Town Hall

Will be re-roofing the PBA Building with the next couple of weeks.

Engineering Department

Evergreen Rd. was paved between Main St. to Harper Rd... earlier this summer. Highway Department removed and replaced curbing, installed drainage, driveway aprons and back filled and hydro-seeded. Paving Project List includes: Cannata Drive, Corporate Row, Cross Street, Doering Drive, Kristen Lane, Millenium Drive, North Ridge Drive, Sachem Drive and Summer Brook Lane. We are awaiting a report from a consultant firm for their recommendations on the pavement management application. We will schedule work to be performed later this construction season and early next spring depending upon contractor's availability.

Highway Department

Extension of Kirby Rd. Cul-De-Sac and parking area for Walmart Nature Trail

North Rd, installation of sanitary and combination storm sewers with catch basins and under drain.

Rebase and repave approximately 1000ft of road. This project was a collaborative effort with the Sewer Department.

Parking Lot at W.I.S. School, excavation, base and paving work in progress, when completed there will be 28 parking stalls

With the use on contracted services, we are in the process of having our annual catch basin work performed. We are approximately half way done with program

Earlier this week we took delivery of 550 tons of pre-treated road salt. This represents about of our anticipated annual supply. We took advantage of the "off season" price offering. Saved \$1.60 per ton or approximately \$900.

Sewer Department

Administrator is currently working with Cardinal engineering on an Infiltration and inflow study and is expecting a semi finalized report of their finding and recommendations soon.

To: Town Council

From: Stuart B. Popper Economic Development Coordinator

Date: September 3, 2014

Re: Report to Town Council

1. Business Visitations

We have been visiting an average of three businesses per month since March of 2014. We usually go in the morning on the third Wednesday of the month. We took the month of August off and will begin the visitations again on Wednesday September 17, 2014.

2. New Businesses & Construction Update

Yogurt Orchard has opened at Cromwell Commons. Urgent Medical Care will be opening soon at Cromwell Commons. The Better Business Bureau of Connecticut will be opening their new offices at 29 Berlin Road after extensive renovations. The renovation work continues 14 Alcap Ridge. The grand opening celebration and ribbon cutting for Championship Karate at 319 Main Street will be held on Saturday September 13, 2014 at 10 am.

3. Cromwell Downtown Merchants Association

We continue working with the Cromwell Downtown Merchants Association planning for the 3rd Annual Halloween on Main Street event. In addition to the events on Main Street, the Hayride and Trick or Trunk the Fire Department will be presenting a Haunted Firehouse. The fall decorations will be out in late September. We are negotiating with CL&P to install the banner fixtures on the antique light poles.

4. Community Events

We continue working the Cystic Fibrosis Foundation Cycle for Life fund raiser on Saturday September 13, 2014 at 8 am. The ride will start and end at the Telserve LLC offices at 11 Progress Drive. We are working on the Cromwell Works Event will be held at 8 am on Wednesday September 24, 2014 in the Town Hall Gym.

5. Middlesex Chamber of Commerce Cromwell Division

We continue to work with the Chamber and recent events in Cromwell include the grand opening and ribbon cutting at Aaron's Furniture store at 34 Shunpike, the grand opening and ribbon cutting at Stretch Pediatric Therapy & Creative Movement Studio at 199 Shunpike. Most recently the Chamber held a photo shoot at Bishop's Citgo at 140 Berlin Road to celebrate their 50th anniversary in Town.

6. Northern Tier STEAP Grant

We are moving forward with the plans for the reconstruction of County Line Drive. The plans and budget have been approved the Department of Economic and

Community Development. The project will likely go out to bid the winter of 2015 and construction will occur over the spring of 2015.

7. Cromwell Landing Park Reuse of STEAP Grant Funds

We have contacted the Office of Policy and Management requesting permission to use the remaining funds from the Downtown Historic Development STEAP Grant of \$127,153.88 and The Dead Man Swamp STEAP Grant of \$173,223 for improvements at Cromwell Landing Park. The purpose of these improvements is to make the park more accessible and usable for all of the residents of Cromwell. The improvements would include: additional on street handicapped parking, a ramp to provide access from the street to the park, a new handicapped accessible walking path surface and a handicapped accessible fishing pier.

9/9/2014 - Legal Notice: An Ordinance Regarding Personal Property Exemption for Horses and Ponies

Legal Notice
Town of Durham

Notice is hereby given that at a duly warned Special Town Meeting held on Monday, September 8, 2014, amendments to the Durham Code of Ordinances were adopted as follows:

1. An Ordinance Regarding Personal Property Exemption for Horses and Ponies

Per the Town of Durham Charter, Chapter 3, Section 3.5.2 said ordinance shall be effective at date of approval but not before a notice of the ordinance has been published.

Copies of the amendments to the ordinance are available from the Town Clerk's office, 30 Townhouse Road, Durham, CT at no charge to any person making a request. A copy is also available on the Town of Durham website.

Dated in Durham, CT this 9th day of September 2014.
Kim Garvis, MCTC, CMC
Town Clerk

Personal Property Exemption for Horses and Ponies

Be It Resolved, that to promote agricultural use of land and other resources and in particular the stabling, training, instructing and riding of horses and ponies, effective October 1, 2014, and applicable to assessment years commencing on or after said date, and notwithstanding the provisions of subdivision (68) of section 12-81 of the general statutes and section 12-91 of the general statutes, as amended by said Public Act No. 14-33, the Board of Selectmen are hereby authorized acting as the statutorily designated legislative body at a regular or special board of selectmen meeting properly called for the purpose of determining taxation of horses and ponies stabled in Durham, to exempt from property valuation horses and ponies of any value by a vote of two members present and voting in the affirmative;

Be It Further Resolved, that this Ordinance shall become effective on the date on which a notice of the ordinance has been published in a newspaper having general circulation in the Town of Durham.

Adopted at Town Meeting, September 8, 2014.

Archives

Lebanon

Board of Selectmen
SPECIAL MEETING
August 19, 2014 – 5:00 PM
Town Hall

MINUTES

- 1.0 The meeting was called to order by First Selectman Joyce Okonuk at 5:27 p.m. Selectmen Linda Finelli and John Bendoraitis were present. Guests: (2) Planner Phil Chester and Finance Director Veronica Calvert.
- 2.0 At the request of the town auditor, Finance Director Veronica Calvert drafted a policy pertaining to the town's self-insured dental policy. The policy includes recommendations from auditor which includes keeping a large balance in the reserve (auditor recommends 15% of the average of total claims paid from past two fiscal years) and reserve can be used for unanticipated claims or to stabilize premium increases. Selectmen recommended minor changes to language. Funds are managed in two pools, one each for the town and Board of Education.
Motion by Bendoraitis/Finelli to approve the Town of Lebanon's Self-Insured Dental Policy as edited. Vote: Yes, unanimous.
- 3.0 Public Act 14-33 (as part of CGS 12-91) allows Boards of Selectmen in non-charter towns to exempt horses and ponies from taxation by way of an ordinance. Current Assessor Emma Sousa, who was unable to attend the meeting, and former Assessor Tom Tanganelli recommend to the Selectmen that such an ordinance be enacted. It was determined by the Assessors that the time it takes to do the billing and other associated costs does not warrant the small amount of revenue generated. Only a fraction of the horses and ponies in town have ever been identified for assessment purposes by their owners leaving all the rest not identified nor taxed. Planner Phil Chester also supports the ordinance as it is his opinion that the town should be encouraging more agriculture and allowing residents to have horses and ponies on their properties will result in additional taxation on the structures housing the animals. **Motion by Okonuk, seconded by Finelli to approve An Ordinance Exempting Horses and Ponies from Taxation per CGS 12-91 (PA 14-33). Vote: Yes, unanimous**
- 4.0 First Selectman Joyce Okonuk and Phil Chester met with town attorney Charles Anderson to review the parcels and process necessary to dispose of town-owned property. All identified parcels were reviewed and it was determined that the process will take more time than expected so this matter should not be brought to the upcoming town meeting. Attorney Anderson will continue to work with the town to prepare all recommended parcels for future sale. Matter tabled.
- 5.0 **Motion by Finelli, seconded by Okonuk to approve a Resolution for the Lease-Purchase of a 2015 International Plow Truck and to bring this transaction to Town Meeting for final approval. Vote: Yes, unanimous**
- 6.0 **Motion by Finelli, seconded by Okonuk to adjourn the meeting at 6:20 p.m. Vote: Yes, unanimous**

Respectfully Submitted,



Joyce R. Okonuk, First Selectman

HOME

TOWN DEPARTMENTS

BOARDS

COMMITTEES

COMMISSIONS

COMMUNITY

FARMERS' MARKET

CALENDAR

DOCUMENTS AND
RESOURCES

KEY LINKS

CONTACT

VISITOR INFO

YOUR STATE & FEDERAL
REPRESENTATIVES

Please Note:

The Finance Office
will be closing at
2:30 pm on

Friday, September 19th

The Building Department
will be closing at
2:00 pm on
Thursday, September 25th

Selectman's Corner



Selectman's Corner
Joyce R. Okonuk, First Selectman

Town of Lebanon

Press Release

9/5/14

Lebanon Continues Effort to Support Agriculture

The adoption of Public Act 14-33 (as part of CGS 12-91) this spring allows towns to exempt horses and ponies from taxation, and Lebanon's Board of Selectmen wasted no time adopting this provision in its continuing effort to support agriculture.

On August 19, 2014 the Selectmen voted to exempt horses and ponies from taxation beginning October 1, 2014; but not before it heard from its current and former Assessor and its Town Planner – all of whom support the exemption.

Assessor Emma Sousa notes that there is significant time and money involved in billing and collecting taxes on horses, and the result is a relatively small amount of tax revenue generated for the Town. She also notes that under State Statute an exemption of \$1,000 off the assessment is applied for each horse, and it is up to owners to declare the value of their horses.

Town Planner Philip Chester supports the exemption noting that this would be a further step in the town's goal to encourage agriculture, including horse farms, which could lead to additional tax revenue for buildings related to horses as well as ancillary businesses. He notes that taxing horses dates back to when they were used for farming and transportation, whereas now tractors and cars take their place and are taxed.

Lebanon has the largest amount of active farmland in the State and has strategically placed itself at the center of Connecticut's farmland preservation movement. It has the most preserved farmland of any town in the State. The town works closely with the agricultural community and regularly works with property owners interested in preserving their land and seeks federal, state and private non-profit grants to that end.

In recognition of Lebanon's significance in the farmland preservation movement the Department of Agriculture has chosen Lebanon Green to host its Farmland Preservation Celebration on Saturday, September 20th from 11:00 a.m. to 5:00 p.m. This family-friendly event is free and open to all and will include live music, square dancing, Connecticut Grown food, a hay maze, horse-drawn wagon rides and more.

Connecticut's Agricultural Community



Did you know Lebanon
is part of the CT Alert
Emergency Notification Systems
(ENS)? Please click on the logo
for more information.

[Town of Lebanon
Non-Discrimination
Statement](#)

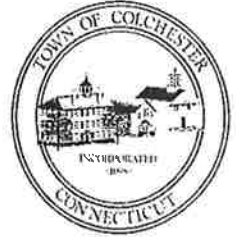
The Town of Lebanon is not
responsible for typographical
errors or omissions. Confirm the
date, time and location of any
meeting with the Town Clerk.



Colchester Youth & Social Services

127 Norwich Avenue, Suite 205, Colchester, Connecticut 06415

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



MEMORANDUM

TO: BOARD OF SELECTMEN
FROM: VALERIE GEATO
SUBJECT: ADVISORY BOARD
DATE: SEPTEMBER 15, 2014
CC:

Historically, there has been some difference of opinion regarding the Advisory Board and how members are appointed. The Youth Services Advisory Board has updated the by-laws and included the language that is used in State Statute as well as our Dept. Of Education cost sharing grant. As you will see in the state statute, members are to appointed by the Board of Selectmen.

I am requesting the Board of Selectmen make a motion to:

Adopt the revised by –laws of the Youth Services Advisory Board.



Colchester Youth Service Bureau

Advisory Board *BY-LAWS*

Article 1: *Role of Board*

The Colchester Youth Services Bureau Advisory Board will serve as both the Youth FIRST Coalition and the Local Prevention Council (LPC).

a. Connecticut General Statutes, Sec. 10-19m, states that in order for a Youth Service Bureau to qualify for state cost sharing grants the Bureau shall have an Advisory Board who shall advise and make recommendations on overall policy and program direction for the Bureau.

b. In order to qualify for a Local Prevention Council Grant, the State Department of Mental Health & Addiction Services mandates that a permanent Local Prevention Council be established for the purpose of developing culturally competent substance abuse prevention initiatives and increasing public awareness of the prevention of substance abuse.

Article 2: *Membership*

2.1 Members will be appointed by the Board of Selectmen after being recommended by the Director of the Youth Service Bureau. The Board will submit a recommendation in writing to the Board of Selectmen. Members are limited to serving three consecutive three year terms, pending approval of the Board, with the third consecutive term expiring in December of their ninth year of consecutive service. Previous Board members who have reached their term limit are required to be inactive with the Board, but not necessarily with the work of the organization, for a period of at least 12 months before reapplying for Board membership.

a. In accordance with Connecticut General Statutes, Sec. 10-19m:

“A Bureau shall have an Advisory Board of no less than seven (7) members, who shall be appointed by and responsible to the chief elected official of the municipality or his duly authorized designee or as otherwise provided in the municipal charter. This Board shall advise and make recommendations on overall policy and program direction for the Bureau.

The Board shall be comprised of representatives from public agencies with statutory responsibility for youth and private sector organizations representing community social institutions. These representatives shall include at least one member who is under 21 years of age at the time of appointment, one member who is a representative of the school system, one member who is a representative of the police department, and one member who is a representative of a private youth-serving agency. The youth and police representatives may be liaison, non-voting members of the Board if such representatives are not electors in the town. At least one-third of the total membership shall be individuals who are interested in youth services and who receive less than fifty percent of their income by delivering services to youth.”

b. In accordance with the LPC grant application:

“Membership should include representatives from various groups, agencies, organizations, and communities such as parents, media, business, senior citizens,

health care, etc. Council membership should include a cross-section of the community that it serves and reflect shared cultural beliefs, attitudes, and practices of the community. It is strongly suggested that LPCs include representation from professionals working in the prevention field in general and substance abuse prevention in particular, including representation from volunteer groups and city/town agencies."

- 2.2 The Board shall have a maximum of 12 voting members, as well as Liaisons appointed by the Town and other non-voting members when appropriate.
- 2.3 If a Board Member is unable or unwilling to fulfill his/her duties on the Board, he/she must submit a letter of resignation to the Chairperson and Bureau Director.

Article 3: *Attendance*

- 3.1 Board members are expected to attend meetings regularly. Members missing three (3) consecutive meetings, or 50% of the meetings held within a twelve (12) month period, without an acceptable excuse (as deemed by the Executive Committee), may be asked to resign his/her position on the Board.
- 3.2 A Board member may apply to the Executive Committee for a temporary leave of absence. Up to a three (3) month leave may be granted if the member's personal circumstances deem necessary. If a leave is granted, the member will be temporarily removed from his or her position for the duration of the leave, thereby lowering the quorum qualifications.

Article 4: *Responsibilities of Members*

- 4.1 Membership on the Board requires a readiness to regularly attend and participate in meetings of the Board and actively work towards the advancement of CYSB's and the Board's goals. Responsibilities include:
 - a. Understand and be able to communicate and promote CYSB's mission, programs and services
 - b. Support programs and services that prevent substance abuse
 - c. Participate as needed in all fundraising and special events
 - d. Advocate on the local/ state level for legislation and policy that impacts youth
 - e. Make recommendations on programs and services offered by the Bureau
 - f. Actively seek out and listen to community concerns that can be addressed by CYSB's mission and programs

Article 5: *Executive Committee/Officers*

- 5.1 The Officers of the Board shall be: Chairperson, Vice Chairperson and Secretary. Collectively the three officers shall comprise the Executive Committee. The Board shall choose all officers from its voting members by ballot. New Board members may only begin service as a member of the Executive Committee after serving one complete year on the Board.
- 5.2 Officers shall be elected for a one-year term not to exceed their membership term on the Board. Officers shall serve no more than two (2) consecutive terms in any single office.

They shall assume office at the meeting next following the election and shall hold office until replaced.

- 5.3 In the event of a vacancy in any office, that position shall be filled by a simple majority vote of the Board members present.

Article 6: *Meetings*

- 6.1 The Board shall hold regular meetings September through June. The meetings shall be held on the first Wednesday of the month at 5:00 p.m. at the Colchester Youth Center.
- 6.2 An annual meeting will be held in December for the purpose of the election of officers and reappointment of members.
- 6.3 Special Board meetings may be held upon call of the Chairperson or any five (5) Board members with not less than 48 hours notice to Board members. Any such meetings shall be in accordance with all applicable State and Town regulations.
- 6.4 A simple majority of the total voting membership of the Board shall constitute a quorum for any regular or special meeting of the Board. In the event that there is no quorum, any discussions that are held, or decisions made, by those assembled shall be regarded as informal and non-binding.

Article 7: *Committees*

- 7.1 Standing and ad hoc committees may be formed by the Board as needed.

Article 8: *Removal of Board Members*

- 8.1 Board membership may be terminated for any of the following reasons:
- a. Failure to meet the meeting attendance requirements
 - b. Conduct in conflict with the purpose of the Board
 - c. Behavior divergent from the mission of the CYSB
- 8.2 Officers shall be removed from their office by a two-thirds (2/3) majority vote of voting Board members, provided the Board can show due cause for such removal.

Article 9: *Amendments*

- 9.1 These Bylaws may be amended at any meeting of the Board by a two-thirds (2/3) majority vote of the voting members present, providing at least fourteen (14) days written notice of the proposed amendments has been given to all Board members prior to the meeting.

Article 10: *Adoption and Effective Date*

The foregoing Bylaws were adopted at a meeting of the Youth Services Advisory Board, and shall be effective as of _____ day of _____, 2014 and from time to time amended.

The Youth Service Bureau Grant Program

Sec. 10-19m-1. Definitions

As used in sections 10-19m-1 to 10-19m-10, inclusive, of the Regulations of Connecticut State Agencies:

- a) "Bureau" means Youth Service Bureau.
- b) "Commissioner" means Commissioner of Education.
- c) "Department" means the Department of Education.
- d) "Justice System" means police, courts, probation or correctional agencies.
- e) "Youth" means any person from birth to eighteen (18) years of age.
- f) "Youth Service Bureau" means an agency operated directly by one or more municipalities or a private agency designated to act as an agent of one or more municipalities for the purpose of evaluation, planning, coordination and implementation of prevention, intervention and treatment services for delinquent, pre-delinquent, pregnant, parenting and troubled youth, and for the provision of opportunities for youth to develop positively and to function as responsible members of their communities.

(Effective February 1, 1994: transferred and amended from §§ 17a-39-1---17-39-11. November 9, 1998)

Sec. 10-19m-2. Minimum standards and criteria to qualify for state cost sharing grants

(a) A Bureau shall be responsible to the chief elected official of the municipality or of the sponsoring municipality if the Bureau serves more than one municipality or his duly authorized representative.

(b) A Bureau shall have an Advisory Board of no less than seven members, who shall be appointed by and responsible to the chief elected official of the municipality or his duly authorized designee or as otherwise provided in the municipal charter. This Board shall advise and make recommendations on overall policy and program direction for the Bureau.

(1) The Advisory Board shall be comprised of representatives from public agencies with statutory responsibility for youth and private sector organizations representing community social institutions. These representatives shall include at least one member who is under 21 years of age at the time of appointment, one member who is a representative of the school system, one member who is a representative of the police department, and one member who is a representative of a private youth serving agency. The youth and police representatives may be liaison, non-voting members of the Board if such representatives are not electors in the town. At least one-third of the total membership shall be individuals who are interested in youth services and who receive less than fifty percent of their income by delivering services to youth.

(2) The Advisory Board of a Bureau involving two or more municipalities shall have at least one duly appointed representative from each municipality.

(3) Upon the request of the chief elected official of the municipality, the Department may waive the size and composition requirements for an Advisory Board if the composition of the commission is established by a municipal charter or, in the case of a private agency designated to act as the youth service bureau, if the board of directors established by the by-laws of agency provides comparable citizen representation. Additionally, the Department may waive the requirement of the composition of the Advisory Board when one or more of the agencies mentioned in subsection (b)(1) of this section do not exist.

(c) A Bureau shall:

(1) Perform all the management functions necessary to administer the Bureau and all of its programs in accordance with Sections 10-19m-1 to 10-19m-10, inclusive.

(2) Conduct research which will assess the needs of youth and the availability of existing services and resources capable of meeting those needs.

(3) Conduct a resource development program to improve services, fill service delivery gaps and create or encourage innovative approaches and programs to meet assessed youth needs.

(4) Conduct community involvement programs to promote public knowledge and understanding of youth problems and needs, and foster positive community change.

(5) Advocate for and assist individual youth in obtaining and utilizing available human resources.

(6) Advocate on behalf of groups of youth with unmet need.

(d) A Bureau shall be responsible for the development and maintenance, either directly, or contractually or by referral, of services that respond to:

(1) Youth who are, or who potentially could be, in contact with the justice system.

(2) Youth who are without the support or protective environment necessary for normal development.

(3) Youth who manifest behavior which is potentially detrimental to themselves.

(4) The primary prevention needs in the community.

(e) Each Bureau shall state in writing its purposes, programs and services offered in a form suitable for distribution to youth and their families, referral sources, funding sources, and the public. Programs and services shall bear a direct relationship to the stated purposes of the Bureau, shall be based upon identified needs in the community, and shall have the potential to divert youth from the justice system, promote positive youth development and provide opportunities for youth to function as responsible members of the community.

(f) Each Bureau shall ensure that all services are noncoercive and that the confidentiality of the records of individuals receiving services is maintained.

(g) Each Bureau shall develop and maintain, in a manner satisfactory to the Department, the data necessary to determine and evaluate the impact of its administrative and services delivery programs. Each Bureau shall provide reports and information as may be specified in the application for funding or required by the Department from time to time.

(Effective February 1, 1994; transferred and amended from §§ 17a-39-1--17-39-11. November 9, 1998)

Sec. 10-19m-3. Joint planning committee

The Commissioner shall designate a Youth Service Bureau Committee representing a cross section of Bureau and Department staff which shall develop a mutually agreed upon method to assess a program's effectiveness.

(Effective February 1, 1994; transferred and amended from §§ 17a-39-1-17-39-11. November 9, 1998)

Sec. 10-19m-4. Application for funding

(a) For the purpose of receiving state funding to establish, expand, or operate a Bureau under Sections 10-19m to 10-19o, inclusive, of the General Statutes, a municipality shall submit an application to the Department. Applications shall be submitted in a format and according to instructions issued by the Department.

(b) One municipality shall be designated as the sponsor for purposes of administrative and fiscal accountability if the Bureau serves more than one town. Written

assurances binding participating municipalities to the terms of the grant proposal shall be included in the application.

(c) An application shall include assurance, including all supporting narrative statements, program descriptions and documentation, that the Bureau designated by the municipality is, within the period of award, in full compliance with the standards set forth in Sections 10-19m to 10-19p, inclusive, of the General Statutes and in Sections 10-19m-1 to 10-19m-10, inclusive, of the Regulations of Connecticut State Agencies.

(1) Such information shall demonstrate that the Bureau is performing or will perform the following functions: administration; research; resource development; community involvement; youth advocacy; and data collection, including records management, evaluation and reporting.

(2) Such information shall demonstrate that the direct services the Bureau is providing, or will provide, address the needs of youth designated in Section 10-19m-2 (d) of Sections 10-19m-1 to 10-19m-10, inclusive.

(d) An application shall include assurances that the chief elected official of the municipality has been duly authorized to make application for a state cost sharing grant and that the local matching funds have been obligated for this purpose.

(e) An application shall provide information on the membership and function of the Advisory Board in a format and detail prescribed by the Department.

(f) An application shall include a budget in a format prescribed by the Department.

(Effective February 1, 1994; transferred and amended from §§ 17a-39-1-17-39-11, November 9, 1998)

Sec. 10-19m-5. Budget amendments

Budget amendments to approved Bureau applications shall be submitted to the Department prior to implementation. The Department may disallow an amendment which would result in improper local match, noncompliance with minimum standards or where the Commissioner determines that a proposed expenditure is unsupported.

(Effective February 1, 1994; transferred and amended from §§ 17a-39-1-17-39-11, November 9, 1998)

Sec. 10-19m-6. Cost sharing

(a) The Department shall share in the costs of each Bureau which has been awarded a grant pursuant to Sections 10-19m to 10-19p, inclusive, of the General Statutes, at the rate of no more than fifty (50) percent of the actual fiscal year cost, or the maximum dollar amounts set for state grants under Sections 10-19m to 10-19p, inclusive, of the General Statutes, whichever is less. Costs that will be shared by the Department include:

(1) Salaries and related costs for the director and other employees who perform administrative functions, as well as the salaries and related costs of employees who provide direct services.

(2) Operating expenses directly related to the operation of the administrative unit or direct services, including rent or lease cost for office or other necessary space, consumable supplies, equipment maintenance and repair, communications, copying, utilities, heat, custodial services, essential travel and training, and other services which directly and specifically support the operation of the administrative unit and direct services.

(3) Costs of contractual services for the necessary functions of the administrative unit or direct services.

Article I – Commission Meetings

- A. Regular meetings of the commission shall be held each month. The time and place for the meetings shall be set by the Commission each November.
- B. The annual election meeting shall be held in June. The place and time will be determined by the Executive Board. Nominations for officers shall be presented given to the Commission members by the Nominating Committee one month at least ten (10) days prior to the annual election meeting.
- C. Special meetings may be scheduled as required by notification of each member by the Chairperson.
- D. At all regular and special meetings, an attendance of at least four (4) members shall constitute a quorum. Annual election and special meetings shall have at least five (5) members in attendance for transaction of business.
- E. Alternative members shall attend all meetings and take the place of a regular member what when a regular member is absent from a meeting. When taking the place of a regular member, such alternate member shall be counted toward a quorum and shall have all voting rights of the absent member. The chairperson shall rotate alternatives to serve in this capacity as needed.

Article II – Officers

- A. The officers of the Commission shall be: Chairperson, Vice Chairperson, Corresponding Secretary, and Treasurer. The Officers of the Commission shall be the Executive Board.
- B. Chairperson: The chairperson shall preside at all meetings of the Commission, appoint committees, and shall have the duties normally conferred by parliamentary usage on such officer.
- C. Vice-Chairperson: In the absence of the Chairperson, or in the event of that person's inability or refusal to act, the Vice-Chairperson shall assume the duties of the Chairperson, and when so acting, shall have all the powers and be subject to all the restrictions imposed upon the Chairperson. The Vice-Chairperson shall perform such other duties as may be assigned by the Chairperson.
- D. Corresponding Secretary: The Corresponding Secretary shall be responsible for any correspondence, and shall perform all other duties incidental to the office of the Corresponding Secretary.
- E. All minutes of Commission business will be recorded by the clerk selected by the Town.
- F. Treasurer: The Treasurer will report accept on behalf of to the Commission on a the monthly basis the revenues report received from Senior Center bus usage:

recreational, appointment, and errand usage. The Treasurer will also keep track of all monies and expenditures for Commission events.

- G. Tenure of Officers: Officers will be elected for a term of one year. No person shall serve in the same office for more than three consecutive terms.

Article III – Committees

- A. Nominating Committee: The nominating committee shall consist of three (3) Members of the Commission other than the Executive Board with at least one member not on the Executive Board. The Chairperson of the Commission shall appoint the members of the nominating committee. The Committee shall choose a Nominating Committee Chair to preside and report the nominations, and it's chairperson.
- B. Other Committees: Any other committees of the Commission can be established as need arises. Such committees may include Program Committee, Legislative Committee, By-Laws Committee, or Project Committees. Commission members may volunteer to serve on such committees, shall elect a Chairperson, and shall report to the Commission at regular or special meetings.

Article IV – Rules of Order

- A. Robert's Rules of Order shall apply at all meetings.

Article V – Reporting

- A. The Commission Chair will prepare and deliver the quarterly report to the Board of Selectmen.
- B. The Commission Chair, in collaboration with the Executive Board, will prepare an Annual Report and Budget each November. This report and budget will be presented to the Commission prior to delivery to the Board of Selectmen.

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Article VI – Amendments

- A. Except as otherwise required by law, these By-Laws may be amended for acceptance by the Commission on Aging at any special meeting called for that purpose, provided that written notice of the proposed amendment(s) shall be given to each member of the Commission at least 30 ten (10) days prior to such meeting. Such amendment(s) shall require affirmative vote of at least five (5) members of the Commission. Upon acceptance of amendments, the proposed changes will be submitted to the Board of Selectmen by the Commission Chair.

5/12/2014

Commission on Aging Changes to Ordinance/Code

The following changes to the Ordinance/Code **Article V §§18-15 to 18-20**, which affects the Commission on Aging, were approved by the Commission on Aging at its June 10, 2013 meeting. Previously, changes to the By-Laws of the Commission were made effective and filed March 12, 2012. The By-Laws are on the Commission on Aging's web site. The changes presented here to the Code are intended to reflect the changes already made to the By-Laws.

Highlighted represents suggested changes based on 4/14 CoA meeting.

Underlined represents new language

Strike Out represents language removed

Article V, Commission on Aging [Adopted 8-18-1977; amended 6-30-1994]

CODE OF THE TOWN OF COLCHESTER, CONNECTICUT, v16 Updated 04-01-2013 / THE CODE / Chapter 18, BOARDS, COMMITTEES AND COMMISSIONS / ARTICLE V, Commission on Aging [Adopted 8-18-1977; amended 6-30-1994] / §18-15 Organization.

§18-15 Organization.

A. There shall be a Commission on Aging in the Town of Colchester, consisting of seven members and two alternate members, which shall be called the "Colchester Commission on Aging." [Amended 6-16-2005]

B. Members and alternate members shall be appointed by the Board of Selectmen and shall be chosen from the electors of the Town of Colchester. All members so appointed shall be persons interested in and committed to the consideration and solution of the problems of the elderly and aging.

(1) ~~One member shall be a representative of an elderly organization.~~

(2) ~~One member shall be a representative of the Colchester Chapter 4019 of the A.A.R.P. [Amended 12-18-2003]~~

(3) ~~Three members shall be members of the public. [Amended 6-16-2005]~~

(4) ~~Two members shall be members of the public 60 years of age or older, one male and one female.~~

~~C. The two alternate members shall be members of the public 60 years of age or older. [Amended 6-16-2005] {Removed}~~

~~D. } } {Removed}~~

~~_____ from the electors of the Town of Colchester. All members so appointed shall be persons interested in and committed to the consideration and solution of the problems of the elderly and aging.~~

E. A Chairperson shall be elected by the members of the Commission from among the members.

F. Alternate members shall attend all meetings and shall take the place of a regular member when a regular member is absent from a meeting. When taking the place of an absent regular member, such alternate member shall be counted toward a quorum and shall have all the voting rights of the absent member. The Chairperson shall rotate alternates to serve in this capacity as needed.

G. The First Selectman ~~{{, the Director of Health of the Town of Colchester and the Chairperson of the Colchester Clergy Association (or their designees)}}~~ and the Board of Selectmen's Liason, and the Senior Center Director shall be nonvoting ex-officio members.

CODE OF THE TOWN OF COLCHESTER, CONNECTICUT, v16 Updated 04-01-2013 / THE CODE / Chapter 18, BOARDS, COMMITTEES AND COMMISSIONS / ARTICLE V, Commission on Aging [Adopted 8-18-1977; amended 6-30-1994] / §18-16 Membership and terms of appointment; compensation.

§18-16 Membership and terms of appointment; compensation.

In ~~{{January}}~~ December of each year the Board of Selectmen shall appoint members and alternate members to replace those whose terms are then expiring. All members and alternate members shall be appointed to hold office for a period of three years. ~~{{, three for two years and three for one year}}~~. Vacancies shall be filled for the unexpired portion of the term, and the Commission may recommend a candidate to the Board of Selectmen to fill said vacancy. Members of the Commission shall serve without compensation.

CODE OF THE TOWN OF COLCHESTER, CONNECTICUT, v16 Updated 04-01-2013 / THE CODE / Chapter 18, BOARDS, COMMITTEES AND COMMISSIONS / ARTICLE V, Commission on Aging [Adopted 8-18-1977; amended 6-30-1994] / §18-17 Purpose.

The purpose of the Commission shall be to review and analyze the needs and conditions of the elderly and aging in relation to housing, nutrition, employment, economic welfare, health, recreation, social services, transportation and other matters and problems of concern to the elderly. The Commission shall also plan, coordinate, develop and implement programs to meet the needs and to improve the conditions of the elderly and aging within the Town of Colchester and shall provide coordination and linkage of such plans and programs among existing services. The Commission shall act as an advocate for the elderly and aging and shall make recommendations from time to time to the Board of Selectmen and at the Annual Town Meeting regarding services for elderly and aging persons.

CODE OF THE TOWN OF COLCHESTER, CONNECTICUT, v16 Updated 04-01-2013 / THE CODE / Chapter 18, BOARDS, COMMITTEES AND COMMISSIONS / ARTICLE V, Commission on Aging [Adopted 8-18-1977; amended 6-30-1994] / §18-18 Duties.

§18-18 Duties.

The Commission shall initiate, plan and coordinate services and programs for the elderly and aging within the Town of Colchester in accordance with is its purpose. ~~{{It shall review, initiate and recommend approval or disapproval of applications for federal, state, local and private funds for programs for the elderly and aging to the Board of Finance and the Board of Selectmen.}}~~ The Commission may seek and review and maintain funding for programs for the elderly and aging. The Commission shall assist in interpreting and developing policies and guidelines for services and programs for the elderly and aging. The Commission shall generally meet at least once every month on a date which shall be determined by the members and shall call special

meetings from time to time as necessary. The Commission shall be authorized to establish and promulgate bylaws to enable it to function in fulfilling its duties. ~~{{It is not intended that the Commission shall operate programs.}}~~ It is not intended that the Commission shall operate Senior Center programs, but may operate programs or events that support the greater Colchester elderly and aging population.

CODE OF THE TOWN OF COLCHESTER, CONNECTICUT, v16 Updated 04-01-2013 / THE CODE / Chapter 18, BOARDS, COMMITTEES AND COMMISSIONS / ARTICLE V, Commission on Aging [Adopted 8-18-1977; amended 6-30-1994] / §18-19 (Reserved) EN

§18-19 (Reserved) EN(7)

CODE OF THE TOWN OF COLCHESTER, CONNECTICUT, v16 Updated 04-01-2013 / THE CODE / Chapter 18, BOARDS, COMMITTEES AND COMMISSIONS / ARTICLE V, Commission on Aging [Adopted 8-18-1977; amended 6-30-1994] / §18-20 Budget.

§18-20 Budget.

The Commission shall prepare an annual budget in support of Commission on Aging programs. Said budget shall be submitted to the Board of Selectmen to be included in the next fiscal year budget for submission to the Board of Finance and the Annual Town Meeting by February 1st December 1st of each year.

Town of Colchester Interoffice Memorandum

To: Stan Soby, First Selectman
From: James Paggioli, L.S., Director of Public Works
CC:
Date: 09-28-14
Re: Town Streets and Road Snow Plowing Contract Recommendation RFP 2014-12

Responses for the RFP #2014-12 Town Streets and Roads Snow and Ice Control Services were received. This is for the contracting of snow and ice control truck from contractors to assigned street plow routes throughout the town. Presently there are 14 plow routes, (ten are conducted by staff and 4 are contracted out). The RFP was sent out with a similar format with a three year contract time frame. The bids are analyzed by hourly rate and reductions for multiple trucks are requested and any guarantee minimum hours/amounts are also requested from the bidders. There were three responses from bidders. The maximum number of truck from any bidder was two.

Responses were as follows:

Name	Single Truck /hr.	Two Trucks /Hr.	Minimum Amount Guarantee per truck
B & B Superior Contracting	\$157.00	\$157.00	\$23,500 (Based on 150 hours per season)
S. Roy dba CCL Bobcat	\$158.00	No Bid	\$23,700 (Based on 150 hours per season)
Clark's Landscaping	\$137.00	\$135.00	\$7,500 per season

Clark's Landscaping and B&B Superior Contracting are the companies meeting the criteria of the apparent lowest responsible bidder for the total of the four operators and trucks that are required. Each has worked with the Town of Colchester previously and I am confident in their ability to conduct the work.

Based upon the bid results, previous work history, and Town of Colchester Purchasing Policy, I recommend that the RFP 2014-12 be awarded as bid for (2) two trucks/routes to Clark's Landscaping at the bid price of \$135.00 per hour and (2) two trucks/routes to B & B Superior Contracting at the bid price of \$157.00 per hour; for a three year period as stipulated within the RFP 2014-12 response.

Proposed Motion: Hereby authorize the First Selectman to enter into a three contract, and sign all necessary documents, in accordance with the Invitation to Bid Town Street and Road Snow and Ice Control Services RFP 2014-12 dated 26 August 2014 including addendum #1, with (2) two trucks/routes to Clark's Landscaping at the bid price of \$135.00 per hour and (2) two trucks/routes to B & B Superior Contracting at the bid price of \$157.00 per hour; for a three year period as stipulated within the RFP 2014-12 response, for the winter seasons of 2014 -2015, 2015-2016, and 2016-2017.

Town of Colchester Interoffice Memorandum

To: Stan Soby, First Selectman
From: James Paggioli, L.S., Director of Public Works
CC:
Date: 09-26-14
Re: School Snow Plowing Contract Recommendation.

Responses for the RFP #2014-13 Town School Snow and Ice Control Services were received. This is for the contracting of snow and ice control at the School parking areas. Previously the contract was held by Bakaj Construction and was a fixed contract for \$85,000 per year for three years and a single year extension for \$ 95,000. The RFP was sent out with a similar format at the original that was conducted under for a three year time period. Preference for fixed – all schools combined and for a known cost per year for three years was noted within the bid. All bidders submitted under the fixed cost per year. Summary is listed for the Quantity Discount if all four schools are chosen.

Responses were as follows:

Name	Cost:	FY 14-15	FY 15-16	FY 16-17
Bakaj Construction		\$98,500	\$107,500	\$115,500
S. Roy dba CCL Bobcat		\$120,000	\$130,000	\$138,000
Herbert Butler Company		\$118,000	\$122,000	\$128,000
Clark's Landscaping		\$92,000	\$92,000	\$92,000
Action Jackson		\$71,100	\$71,100	\$71,100

The Action Jackson company is the apparent lowest responsible bidder. Reference at the Town of Avon was contacted and the previous history and ability to perform the work company was discussed. Response was positive for the firm in regard to workmanship and response time. The representative was concerned that we were taking one of his better small firms from them. Subsequent conversation with Mr. Michael Jackson confirmed that he was aware of the seriousness and the priority that the Town places upon the condition of the school lots and felt confident that that they could perform the work as required. Copy of email correspondence with Mr. Jackson is included.

There are no other bidders that are within 5% of the low bid, therefor in accordance with the Town of Colchester Purchasing Policy, the local vendor section is not applicable.

Based upon the bid results, background reference review, and Town of Colchester Purchasing Policy, I recommend that the RFP 2014-13 be awarded to the Action Jackson Company, under the bid section of Option 2 –Sub Option B utilizing the Quantity Discount – All Four schools for a three year period at a fixed rate of \$71,100 per year are stipulated within the RFP 2014-13 response.

Proposed Motion: Hereby authorize the First Selectman to enter into a three contract, and sign all necessary documents, in accordance with the Invitation to Bid Town School Snow and Ice Control Services RFP 2013-14 dated 25 August 2014 including addendum #1, with Michael Jackson dba Action Jackson for the winter seasons of 2014 -2015, 2015-2016, and 2016-2017; for the fixed price per year of \$71,100 for each of the three years listed.

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

Stan Soby
First Selectman

(860) 537-7220
FAX: 537-0547

Invitation to Bid
Town School Snow and Ice Control Services
Town of Colchester
RFP #2014-13

25 August 2014

Bids shall be addressed to and received by First Selectman, Stan Soby, 127 Norwich Avenue, Suite 201, Colchester, Connecticut 06415 on or before 2:00 P.M. Thursday, 24 September 2014. Bids shall be submitted in a sealed envelope clearly marked, "Town School Snow and Ice Control Services".

Bid opening shall take place at the Colchester Town Hall, Office of the First Selectman, 127 Norwich Avenue, Suite 201, Colchester, CT. 06415 at 2:00 P.M. Thursday 24 September 2014.

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

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

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INSTRUCTIONS TO BIDDERS

1. GENERAL

The Town of Colchester is soliciting bids for snow and ice control services at its four schools. The bid is presented with two primary options with both having two sub-options:

Option 1 – Each school site – on a per storm price

A rate per storm for snow removal and application of salt

Sub-option A – Contractor to supply the treated salt

Sub-option B – Contractor to use Town-supplied treated salt

Option 2 – Each school site – on a fixed total season price

A rate per school for a total season price for snow removal and application of salt – all storms

Sub-option A – Contractor to supply the treated salt

Sub-option B – Contractor to use Town-supplied treated salt

A Snow Storm is defined as: All accumulation resulting from the effects of a named storm counts as one occasion. In the cases where the ice or snow event is too insignificant to receive a name, a storm occasion will be defined as a continuous ice and/or snow event depositing 1 inch or more, with a break in the precipitation of no more than six (6) hours.

For the purposes of comparing bids, the following information regarding number of storms, ice conditions requiring response, and the number of light snow events of less than 1 in. and checks requiring responses for the past three seasons are listed below:

Year	Storms	Ice	Dustings	Checks	Total
2011-2012	8*	2	1	1	12
2012-2013	12*	5	4	0	21
2013-2014	16	16	6	2	40

*FEMA Snowfall Event

The bid gives the prospective bidders the opportunity to bid on one, two, or three years on either or both options.

Prospective bidders, at their discretion, may bid on any one or all of the sites as presented and at the bidders discretion may bid on Option 1 or Option 2 or both. The bidder may also provide a quantity discount if all schools under either option is awarded to the same bidder.

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It is preferred to award all sites on a fixed price per year arrangement with the full three year time period being bid. Subsequent to that, either Option 1 or Option 2 for each site and award may be made on a one year or multiple year basis in a manner which will best serve the Town of Colchester

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Town of Colchester. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an Addendum to the Contract Documents, and when issued will be on file in the office of the First Selectman at least five days before Bids are opened. In addition, all Addenda will be mailed to each person to whom Contract Documents have been issued, but it shall be the Bidder's responsibility to make inquiry as to, and to obtain, the Addenda issued, if any. All such Addenda shall become part of Contract and each Bidder shall be bound by such Addenda, whether or not received by the Bidder.

3. INSPECTION OF SITE – PRE-BID CONFERENCE

A pre-bid conference will be held on Wednesday, 3 September 2014 at 10:00 a.m. at the Colchester Town Hall (127 Norwich Avenue, Colchester) and will proceed to each of the schools. While attendance at the pre-bid meeting is not required in order to submit a proposal, it is highly recommended.

Each Bidder should visit the site of the proposed work and fully acquaint him/herself with the existing conditions there, and should fully inform him/herself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize him/herself with the attached Specifications and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his/her failure to receive or examine any form or legal instrument or to visit the site and acquaint him/herself with the conditions there existing and the Town of Colchester will reject any claim based on the facts regarding which he/she should have been on notice.

4. BIDS

- A. Each bid must be submitted on the enclosed bid sheet. All blank spaces must be filled in as noted in ink and no changes shall be made in the forms or in the items

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mentioned therein. Erasure and other changes in the bid must be explained or noted over the initials of the bidder. In the event of any discrepancy between the written amounts and the figures, the written amounts shall govern.

- B. The bidder shall sign his/her bid in the blank space provided for this purpose. If the bid is made by a partnership, or corporation, the name and address of the partnership or corporation shall be indicated, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers.
- C. Bidders shall furnish with their bids the following:
 - 1. Bid Guaranty
 - 2. Non-Collusion Affidavit of Prime Bidder
 - 3. Statement of Bidder's Qualifications
 - 4. Certification of Bidder Regarding Equal Employment Opportunity
- D. The Town of Colchester may consider informal any bid not prepared and submitted in accordance with the provisions hereof, and may at its option waive any informalities, or accept or reject any and all bids. Any bid received after the time, date and place specified shall not be considered.

5. BID GUARANTY

- A. The bid must be accompanied by a bid guaranty which shall not be less than \$1,000 (one-thousand dollars) or 5% of the bid, whichever is greater. Bid guaranty for "per event" bids shall be based on the "per event" rate times 26 storm events (this number is in no way a guarantee or representation of future events). The bid guaranty may be in the form of a Bid Bond issued by a Surety licensed in the State of Connecticut or in the form of a certified check.
- B. Revised bids submitted, before the opening of the bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly; otherwise the Bid will not be considered.
- C. Bid bonds or Certified checks, or the amount thereof, of unsuccessful bidders, will be returned as soon as practicable after the opening of the bids.

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6. NON-COLLUSIVE AGREEMENT

Each bidder submitting a bid to the Town of Colchester for any portion of the work contemplated by the documents on which bidding is based, shall execute and attach thereto an affidavit substantially in the form herein provided, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall, as noted in the Form of Bid, submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the bidder's qualifications, his/her experience record in performing the type of work embraced in the Contract, and his/her organization and equipment available for the work contemplated; and, when specifically requested by the Town of Colchester shall also submit a detailed financial statement. The Town of Colchester shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his/her obligations under the contract and the bidder shall furnish the Town of Colchester all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town of Colchester that the bidder is qualified to carry out properly the terms of the Contract.

8. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the bidder.

9. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be kept securely sealed. No bid received thereafter will be considered.

10. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Town of Colchester will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

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11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the bidder and received by the Town of Colchester in time for the bid opening. The bid guaranty of any bidder withdrawing his/her bid in accordance with the foregoing conditions will be returned promptly.

12. AWARD OF CONTRACT; REJECTION OF BIDS

- A. The contract will be awarded within sixty (60) days after the date of the bid opening, to the lowest qualified responsible bidder complying with the conditions of the Invitation for Bids. The bidder(s) to whom the award(s) is/are made will be notified at the earliest possible date. The Town of Colchester, however, reserves the right to reject any and all bids or to waive any informality in submitted bid documents whenever such rejection or waiver is in its interest.
- B. The Town of Colchester reserves the right to consider as unqualified to do the work required by these Contract Documents any bidder who does not habitually perform with his/her own forces and equipment the major portions of the work involved in these Contract Documents.
- C. The ability of any bidder to obtain a bid bond will not be regarded as the sole test of such bidder's competency or responsibility.
- D. The Town of Colchester will not award the Contract to any contractor who, at the time of the award, is ineligible for such contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State and local laws and regulations.
- E. If the contract is awarded, it will be awarded by the Town of Colchester to the lowest qualified responsible bidder. The contract will require the completion of work in accordance with the Contract Documents.
- F. The Town of Colchester reserves the right to discontinue service at any school if conditions or internal arrangements are made after bids are accepted.

13. EXECUTION OF AGREEMENT

- A. Subsequent to the notice of award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Town of Colchester the Agreement in the form included in the Contract

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Documents, in such number of copies as the Town of Colchester shall require.

- B. Bidder must furnish to the Town First Selectman, Public Works Director, Highway Supervisor, Park Maintenance Supervisor, Facilities Manager, School Superintendent, and Chief Financial Officer, in writing within 10 days of bid award, a phone number where they can be reached or where messages and instructions may be left for them from the hours of 4:00 a.m. to 10:00 p.m. Monday through Sunday, inclusive.
- C. The failure of the successful bidder to execute such Agreement and to supply the insurance policies required in the section INSURANCE of the GENERAL CONDITIONS within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Town of Colchester grant based upon reasons determined sufficient by the Town of Colchester, shall constitute a default and the bidder's bid bond or guaranty shall be forfeited to the Town of Colchester as liquidated damages. The Town of Colchester may either award the Contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the defaulting bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the favorable Bid is received by re-advertising, the defaulting bidder shall have no claim against the Town of Colchester for a refund.

14. NOTICE TO PROCEED

A notice to proceed will be issued by the Town of Colchester within ten (10) calendar days after the execution of the Contract by the Town or the deposit of the required bonds and insurance policies whichever is later.

15. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color or national origin or physical handicap.

16. TAXES

Bids should not include federal excise or state sales taxes, as Town of Colchester is exempt from payment of any such taxes.

17. INSURANCE REQUIREMENTS:

The vendor shall maintain for the life of the Contract the insurance coverage set forth

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

A. Commercial General Liability

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

General Aggregate - \$3,000,000

- includes coverage for:

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

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

C. Excess/Umbrella Liability:

Each Occurrence - \$5,000,000

General Aggregate - \$5,000,000

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

Each Occurrence - \$1,000,000

General Aggregate - \$1,000,000

E. Worker's Compensation - Statutory

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

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

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

17. NOTICE TO BIDDERS

The bidder understands by signing this bid that the Town of Colchester shall reject any bid that has lump sum prices or unit prices which are, in the opinion of the purchasing agent, obviously out of sync or unrealistic. The bidder is required to calculate the value of the various bid items on the basis of reasonable labor, material, equipment, pro-rata profit and pro-rata overhead cost to perform the work described in the contract documents.

18. BACKGROUND CHECKS

All vendors working in the Colchester Public Schools must have their employees submit to a state and national criminal history records check. Conviction of a crime is not an absolute bar to working in our schools. Rather, the Board will consider the following factors: (a) nature of the crime and its relationship to the job in question; (b) information concerning rehabilitation; and (c) the amount of time elapsed since the conviction or release from custody.

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BID PRICES

The bid is presented with two primary options, each with two sub-options:

Option 1 – Sub-option A – Each school site – on a per storm price
 A rate per storm for snow removal including supplying and application of salt

Location	Per Storm Charge for 2014/2015	Per Storm Charge for 2015/2016	Per Storm Charge for 2016/2017	Average Per Storm Charge for the three year period
Bacon Academy				
William Johnston Middle School				
Jack Jackter Intermediate School				
Colchester Elementary School				
All four schools inclusive				

Option 1 – Sub-option B – Each school site – on a per storm price
 A rate per storm for snow removal and application of Town-supplied salt

Location	Per Storm Charge for 2014/2015	Per Storm Charge for 2015/2016	Per Storm Charge for 2016/2017	Average Per Storm Charge for the three year period
Bacon Academy				
William Johnston Middle School				
Jack Jackter Intermediate School				
Colchester Elementary School				
All four schools inclusive				

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Option 2 – Sub-option A – Each school site – on a fixed total season price

A rate per school for a total season price for snow removal including supplying and application of salt – all storms

Location	LS Charge for 2014/2015	LS Charge for 2015/2016	LS Charge for 2016/2017	Average LS Charge for the three year period
Bacon Academy				
William Johnston Middle School				
Jack Jackter Intermediate School				
Colchester Elementary School				
Quantity Discount - All four schools inclusive				

Option 2 – Sub-option B – Each school site – on a fixed total season price

A rate per school for a total season price for snow removal and application of Town-supplied salt - all storms

Location	LS Charge for 2014/2015	LS Charge for 2015/2016	LS Charge for 2016/2017	Average LS Charge for the three year period
Bacon Academy	22,000	22,000	22,000	66,000
William Johnston Middle School	18,000	18,000	18,000	54,000
Jack Jackter Intermediate School	19,500	19,500	19,500	58,500
Colchester Elementary School	19,500	19,500	19,500	58,500
Quantity Discount - All four schools inclusive	-10% 21,100	-10% 21,100	-10% 21,100	-10% 213,300

Note:

For Sub-option B, treated salt must be loaded by the Contractor into their vehicle(s) at the Public Works Garage, 300 Old Hartford Road, Colchester.

Regardless of whether Sub-option A or B is selected by the Town, the Contractor shall maintain a record of the quantity of salt (obtained and) used at each location per event.

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The season shall be defined as from the first snow and/or ice storm to and including the last snow and/or ice storm in a given school year 20 October 2014 through 30 April 2015.

The bid gives the prospective bidders the opportunity to bid a fixed price on one, two, or three years on either or both options.

Prospective bidders, at their discretion, may bid on any one or all of the sites as presented and at the bidders discretion may bid on Option 1, Option 2, or both options.

It is preferred to award all sites on a fixed price per year arrangement with the full three year time period being bid. Subsequent to that, either Option 1 or Option 2 for each site and award may be made on a one year or multiple year basis in a manner which will best serve the Town of Colchester

Note: Identify "NO BID" if submitter chooses not to bid on an option

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<u>EXCEPTIONS</u>

The undersigned bidder proposes the following Exceptions to the Specifications for Town School Snow and Ice Control Services.

Any price change related to the said Exceptions are specifically stated herewith. Supplementary data submitted with the proposal describes the Exceptions in detail.

Exception

Price Change
(Show + or -)

Name (Print)

Phone

Sign

Date

Title

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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of CT)
County of Hartford) SS.
Michael Jackson, being first duly sworn,
deposes and says that:

1. He/she is (owner, partner, officer, representative, or agent) of Action Jackson The bidder that has submitted the attached bid.
2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to fix any overhead, profit or cost element of the bid prices or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Colchester or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
6. That no Town Official or employee or person whose salary is payable in whole or in part from the Town Treasury is directly or indirectly interested in the Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) Michael Jackson
(Title) owner

Subscribed and sworn to before me this 23 day of 9, 2014.
Alicia Ripoll
Lobby Service Rep
(Title)

My commission expires _____, 2014.

ALICIA ROSE RIPOLL
NOTARY PUBLIC
MY COMMISSION EXPIRES 5/31/2019

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STATEMENT OF BIDDER'S QUALIFICATIONS
(To be submitted by the Bidder with the Bid)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

1. Name of Bidder: Michael Jackson
2. Bidder's Tax Identification Number: _____
3. Permanent Main Office Address: 61 Lang Road Windsor CT
4. When Organized: 3/07
5. If a Corporation, Where Incorporated: _____
6. How many years have you been engaged in snow and ice control work under your present firm or trade name?
Since 3/07
7. Contracts on hand: (Schedule these, showing gross amount of each contract and the duration of the contract).
Town of Avon CT
38K per year 3 year
term
3rd term awarded
8. General character of work performed by you:
all work needed.
9. Have you ever failed to complete any work awarded to you? If so, where and why:
Never

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10. Have you ever defaulted on a contract? If so, where and why.

Never

The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Town of Colchester in verification of the recitals comprising this statement of the Bidder's qualifications.

Dated at 360 FOU this 23 day of September 2014.

Michael Jackson

(Name of Bidder)

By: Action Jackson

Title: Owner

State of CT)

County of Westford)^{SS}

Michael Jackson being duly sworn, deposes and says that

he/she is of Action Jackson
(company name)

and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 23 day of Sep 2014

Alicia Ripoll
(Notary Public)

ALICIA ROSE RIPOLL
NOTARY PUBLIC
MY COMMISSION EXPIRES 5/31/2019

My Commission Expires: _____



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AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014, by and between _____ herein after called the "Contractor", and the Town of Colchester.

WITNESSETH, that the Contractor and the Town of Colchester for

_____ (\$ _____)
and considerations stated herein mutually agree to provide for snow removal services at the Colchester Public School properties as follows:

- Article 1.** Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and service, including utility and transportation service, and perform and complete in an efficient and workmanlike manner all work required for snow and ice control in strict accordance with the Contract Documents, including all Addenda, thereto, all as prepared by the Town of Colchester.
- Article 2.** The Contract Price. The Town of Colchester will pay the Contractor for the performance of the Contract in current funds for the total quantities of work performed at the unit prices or lump sum prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the section.
- Article 3.** Contract. The executed contract documents shall consist of the following:
- | | |
|---------------------------|-----------------------------|
| a. This Agreement & Bonds | g. Supplemental Conditions |
| b. Addenda | h. Special Provisions |
| c. Invitations for Bids | i. Technical Specifications |
| d. Instruction to Bidders | j. Drawings |
| e. Signed Copy of Bid | k. Notice of Award |
| f. General Conditions | |

THIS AGREEMENT, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if thereto attached or herein repeated, form the Contract between the parties thereto. In the event that any provision in any component part of this Contract conflicts with any other component part, the provision of the component part first enumerated in this Article 3, shall govern, except as otherwise specifically stated.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

Attest: _____
(Contractor)

By: _____
(Name)

(Title)

TOWN OF COLCHESTER

Attest _____
By: _____
(Name)

(Title)

Certification of Corporate Contractor

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the contractor, was then _____ of said corporation; that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Signature)

(Corporation)

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SUPPLEMENTAL CONDITIONS

The following supplemental conditions shall modify, delete, and/or add to the General Conditions. Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplemental conditions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Conditions is amended, voided, or superceded by any of the following paragraphs, the provision of such article, paragraph, or subparagraph not so amended, voided, or superceded shall remain in effect.

By submitting this bid, bidders agree to provide the snow and ice control services if and when needed to the schools on a top priority basis within the time frames stated or as might be directed by the Public Works Director or his designee(s).

1. **SCOPE OF WORK**

Furnish all equipment, vehicles, labor and supervision to perform the following:

- a. Remove all snow from entrance roadways, parking lots, and other areas as listed and specified herein. No school sidewalks are included in this bid.

Notwithstanding the 1 in. designation for definition of a billable "storm", snow is to be removed or sanded/salted as soon as accumulation reaches a depth of one half inch (1/2") or more, each and every time it snows.

Staff parking areas must be cleared by the time staff arrives. This must be completed even if the regular school day has been canceled or delayed in opening.

Sufficient emergency vehicle access plowing and/or sanding must be done when accumulation has met the minimum as stated above OR when snow and/or ice conditions dictate salt/sand should be applied. The access clearing and/or sanding must be done on all storm days and/or when required by a thaw/freeze situation.

All areas requiring snow removal shall be completed by 7:00 am, including school days, non-school days, weekends, holidays, 7 days per week.

In the event of a heavy snow storm, the contractor must commence plowing once the accumulation reaches two inches (2") and plow continuously for the duration of the storm so as not to allow large accumulations of snow, and so that in the event emergency vehicles need to gain access to any part of the school grounds they will be able to do so.

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Areas covered by the contract are also to be cleared if there is a scheduled athletic or other type of event at a school, including weekdays, Saturdays, Sundays, or holidays, and regardless of whether the school may have been canceled for that day. The principal at each school will supply a monthly schedule of such events.

No snow is to be piled on existing walks or drives.

No snow is to be piled or blown into entrance drive and/or walks.

During each storm, snow shall be directed away from buildings and sidewalks and is to be cleared from all parking spaces. This will maximize parking and avoid problems in future storms. A specified snow storage area may be designated by the Public Works Director and the building Principal, or their designated agent(s). All curbing is to be carefully avoided. Snow is not to be piled against fences. Fence damage and turf and curb repair will be the responsibility of the vendor.

Snow is not to be pushed or deposited on adjoining property or roads.

Immediate re-plowing, re-salting/sanding application, on a no-charge basis, will be attended to upon request of the Public Works Director or his designee at his/her discretion if the original operation is not satisfactorily completed.

Areas requiring snow plowing may be properly staked prior to the start of each snow season. This is to be done by the contractor.

b. Salt Application

To provide maximum safety for faculty and students, the spreading of salt/sand will be done when and where it is needed at the discretion of the successful bidder based on bidder's ongoing inspection for the duration of the storm and beyond, of each site awarded to him/her, or by the specific request of the Public Works Director, School Principal, or their designee(s)

c. Salt all areas after removal of snow.

Salting of all areas that have had snow removal shall be started immediately after removal of all snow. Additional salting or more frequent salting shall be done if so directed by the Facilities Manager or his designee(s).

d. Salt all areas after ice storms.

In the event of slippery conditions due to ice storms, freezing rain, or icy conditions, salting shall be started immediately. The Public Works Director, the Facilities Manager, or their designee(s), may order said salting at any time, if in their judgment they feel it is required to maintain safe driving and walking conditions. Spreading of

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salt shall be done by mechanical spreaders attached to the rear of the trucks. Salt is to be treated ice control salt, the same as used by the Town of Colchester.

e. **Spot Salting**

Spot salting shall be performed where run-off from melted snow has frozen or where localized icing/slippery conditions exist. This salting shall be done daily, if need be, and completed prior to school opening (7:00 am) or any other event taking place at any school at no extra cost to the owner.

f. **Sweeping**

At the end of the snow plowing season during the April vacation and before final payment for the year, all school areas that have been salted shall be swept clean and all salt removed from the school property. A mechanical sweeper shall be used for this purpose.

The Town of Colchester reserves the right to decrease the Scope of Work to be done under this Contract, select bid or alternate items in its best interest, and to omit any work in order to bring the cost within available funds. Exercise by the Town of Colchester of the above rights shall not constitute any grounds or basis of claim for damages or for anticipated profits on work omitted.

2. **EQUIPMENT TO BE USED**

Contractor shall clearly identify (by year, make, model, and VIN) the number and type of vehicle(s)/equipment to be used at each locations to meet the performance requirements included herein. Contractor shall identify all vehicles/equipment equal to the primary vehicles/equipment being used that they maintain in reserve for backup purposes in case of accident, vehicle failure, or extreme storm conditions. All maintenance, supplies, equipment and spares, fuel, lubrication, vehicle repairs, etc. and necessary service facilities shall be provided by the contractor.

All vehicles must have means of communication by radio, phone, or beepers in order to have communication with the driver at all times. Vehicles operated by the Contractor's in-charge person and their back-up shall be equipped with communication equipment suitable to allow communication with the Town of Colchester Facilities Manager or his designee.

All vehicles being used in this contract must be either leased by, or owned by and registered to, the contractor awarded the contract, and all vehicles must be manned and operated by employees of said contractor. No hiring of outside vendors, or sub-contracting, will be allowed for these services.

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Equipment to be used for this contract may be inspected by the Facilities Manager or his designee prior to award of contract, and at any other time he feels is necessary.

3. ACCIDENTS AND DAMAGE

The successful vendor will revisit the schools awarded to them and review with the Facilities Manager the snow removal procedures and areas to be plowed and cleared prior to the first snowfall. A plot plan will be provided which will identify current conditions on site BEFORE the plowing/sanding begins. Once an agreement between the Town personnel and the vendor is reached, both parties will sign the plot plan. At the end of the snow season, any damage which is determined to be caused by the vendor must be repaired/replaced, at no cost to the Town, prior to release of the last payment.

The contractor shall report all accidents involving injury or major damage immediately after occurrence to the Facilities Manager, or his designee.

Damage to curbing, pavement, grates, guard rails, etc. shall be reported at the earliest opportunity, but not later than 4 hours after occurrence.

Damages noted above are to be repaired by the contractor as soon as possible after occurrence. Final payment will not be made unless all repairs have been completed and approved by the Town Facilities Manager.

Damage to private vehicles should be reported to the Police Department.

4. PAYMENT TO CONTRACTOR

In the event of a lump sum fixed total price per season, payments will be made monthly for five (5) months (December, January, February, March and April) starting December 1 of each contract year and shall be paid at the rate of one fifth (1/5) of the total year's bid amount. In the event of a per event bid price, payments will be made monthly based on the specific number of storms occurring in the month. In both cases, the contractor shall submit to the Town of Colchester his invoice for the month due.

5. SERVICE CONTRACT REQUIREMENTS

Contractor must be a licensed contractor in the State of Connecticut and a copy of the license must be submitted to the Facilities Manager before work can commence.

Technicians must have a minimum of 2 years experience in this type of work.

Bidder must submit at least 2 current references where similar work was performed by the bidder. Contractor must provide twenty-four (24) hour service and maintain a

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telephone service for response to emergency service calls for 24 hours a day, 7 days a week. Communication from office to workers in the field must be maintained by cell phones, walkie-talkies, body beepers, or other related communication equipment in order to make immediate response to emergency calls. Response to normal non-emergency calls is to be made within twenty-four (24) hours.

6. CONTRACTED AREAS

Includes Bacon Academy High School, William Johnston Middle School, Jack Jackter Intermediate School, and Colchester Elementary School. See Attached Maps

7. FAIR EMPLOYMENT PRACTICES

The successful Contractor shall agree that he/she will not refuse to hire or employ or to bar or to discharge from employment an individual, or to discriminate against him/her in compensation or ill terms, conditions or privileges of employment because of race, color, religious creed, age, sex, national origin, or ancestry, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Section 31-126 of the Connecticut General Statutes "Unfair Employment Practices".

8. LIST OF DRAWINGS

Included are plans showing the limits of work at each of the four listed schools.

9. SAFETY

The Contractor shall perform all work in accordance with the latest governmental safety regulations and including, but not limited to, the Department of Labor, Office of Safety and Health Administration regulations and suggested practices.

The Contractor's attention is brought to the fact that this work is being conducted on public land and sufficient measures must be taken to ensure the safety of the public during all snow and ice control activities. Any costs associated with safety measures shall be included in the cost of the project.

10. LAWS

All work shall be in conformance with any and all applicable laws of the Federal Government, State of Connecticut, and the Town of Colchester relating to the Contract and are hereby included by reference.

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11. MOBILIZATION AND DEMOBILIZATION

This item shall consist of all the work necessary for the movement of personnel and equipment to and from the project site.

No separate payment shall be made for this work and all costs incurred shall be considered to be included in the contract bid prices.

12. EXISTING CONDITIONS

Before submitting the bid, the Contractor shall examine the site, become familiar with the conditions, and verify the information in the Contract Drawings. Any discrepancy between the information provided in the Contract Documents and actual field conditions, the Contractor shall make a note of it and bring it to the attention of the Town of Colchester prior to bid. No claims for extras will be allowed based upon differences that could have been discovered by the Contractor prior to bid.

13. PERFORMANCE

Inadequate performance at any given school could result in termination of the agreement and the loss of payment for the same. Evaluation as to adequacy of performance will be determined by the Facilities manager, Public Works Director, or their designee(s).

BID BOND

Western Surety Company

CONTRACTOR:

(Name, legal status and address)

Action Jackson Landscaping
61 Lang Road
Windsor, CT 06095

OWNER:

(Name, legal status and address)

Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
101 South Phillips Avenue
Sioux Falls, SD 57117-5077

PROJECT:

(Name, location or address, and Project number, if any)

#2014-13: Town School snow and ice control services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of September 2014

Michael L. Jan
(Witness)

Kathryn A. Cow
(Witness)

Action Jackson Landscaping
(Principal) _____ (Seal)
Michael J. Moran
(Title)

Western Surety Company
(Surety) _____ (Seal)
Kenneth P. Morotto Jr.
(Title) Kenneth P Morotto Jr, Attorney-In-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kenneth J Coco, Kenneth P Morotto Jr, Individually

of Farmington, CT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 3rd day of June, 2010.



WESTERN SURETY COMPANY

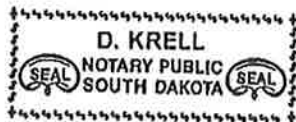
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of June, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of September, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

James Paggioli

From: MIKE JACKSON <mikejackson1306@yahoo.com>
Sent: Friday, September 26, 2014 12:04 PM
To: James Paggioli
Subject: Snow plowing services for 4 schools..Action Jackson

Hello James,

First thank you for the opportunity to serve you and the Town of Colchester! After our conversation on Wednesday I have a complete understanding of your expectations that you set forth for the snow and ice control services for the Towns four schools. I understand my responsibilities and take them very seriously. So thank you again and I look forward to speaking with you in the very near future to keep moving forward to becoming your contractor for the snow and ice control services.

Per your request here is the equipment that I have available for the schools.

The Volvo loader which will have a 12 foot pusher bucket will be leased for the season and kept on site. I own (paid in full) a 2007 Dodge Ram 3500 (1 ton) dual rear wheel mason dump with a 9 foot X blade poly plow and a polycaster 2 ton capacity spreader. If needed I'm prepared to (with permission) drop off a bobcat with a 8 foot pusher bucket at one of the sites as well. In addition I'm completely prepared to purchase a newer late model 1 ton 4X4 dual rear wheel truck 2013 or 2014 and up fit that with a new v plow and spreader at the beginning of the winter season.

I have men that are committed to working for me this winter season. Men that have been employed by me for several years. My staff is experienced in snow and ice control related services, running heavy equipment, plow trucks etc. We take pride in doing a great job, being safe and efficient at all times. I have instructed my employees that it is of the utmost importance to be on site before snow fall starts to accumulate. If there are ice storms with no significant snow totals expected (under two inches) it is a combined effort with the Towns direction on how much salt to apply. Pre treatment before the event, during, and after, if needed. etc.

I can fax over a copy of the men that will be on site. Any equipment needed to perform the snow and ice services can and will be placed in service with a knowledgeable laborer to operate that piece of equipment.

Please call me with any questions you may have. I look forward to serving you!!

Thank you,

Mike Jackson
Action Jackson
860-595-7702

Town of Colchester Interoffice Memorandum

To: Stan Soby, First Selectman
From: James Paggioli, L.S., Director of Public Works
CC:
Date: 09-28-14
Re: Transfer Station Scrap Metal Services



In the operation of the Town of Colchester Transfer Station, the department is always looking to maximize revenues for material that the public brings to the station. Presently the vendor that collects scrap metal is Shetucket Materials of Norwich, Approximately two years ago; the Town accepted the proposal for an amount of 83% of American Metals Market (AMM) price for No. 2 Bundles Boston Market. This represented a significant gain from the previous vendor Willimantic Waste Company since the price per ton was increased and no transportation costs were charged to the Town. Subsequently, the time frame for which reimbursement for materials from Shetucket has not been to the satisfaction of the department. Staff has investigated surrounding municipalities in regard to their service providers for the same services, and found that Calamari Recycling Company, Inc. of Essex, CT has provided a higher unit price (85% of AMM price Philadelphia Market) for the same material with a quicker turn around in reimbursement due to the operations plan of Calamari. Again no transportation charges are made in conjunction with the collection and delivery of the scrap metal dumpsters to the Town Transfer Station.

I would recommend the Town accept the proposal from Calamari Recycling Company, Inc. for the transportation and disposal of scrap metal from the Town of Colchester Transfer Station for the reasons listed above in accordance with the attached proposal.

Proposed Motion: Hereby authorize the First Selectman to accept the proposal from Calamari Recycling Company, Inc. for the transportation and disposal of scrap metal from the Town of Colchester Transfer Station and sign all necessary documents, in accordance with the proposal from Calamari Recycling Company, Inc., attached herewith.



**Town of Colchester
127 Norwich Avenue
Colchester, CT 06415**

Dear, Jim

Calamari Recycling Company Inc. will furnish the town with roll off containers, transportation and disposal of your scrap metal at no additional charge to the town.

Prices will be based on 85% of the American Metals Market; first issue of each Month; Export Yard Buying Price; No. 2 Bundles; Philadelphia Market.

With over 75 years of successfully serving the Connecticut and Rhode Island Communities, we think our slogan summarizes the best reason to choose Calamari's because recycling the right way pays.

On behalf of everyone at Calamari Recycling, we thank you for your consideration and we look forward to working with you. If you have any questions please don't hesitate to call me at 860-235-3747.

Sincerely

**Ian Gill
Buyer, Calamari Recycling Co., Inc.**

AMM SCRAP IRON AND STEEL PRICES

Prices effective Tuesday, September 2, 2014

CONSUMER BUYING PRICES

Estimated domestic consumer buying prices in US\$/gross ton; delivered mill price.

DATE REVIEWED:	(a) Appraisal price										NA-Not available		Canadian currency, in net tons	
	Alabama 08/06/14	Ark/Tenn Border 08/06/14	Chicago 08/07/14	Cincinnati 08/07/14	Cleveland 08/07/14	Detroit 08/06/14	N. Carolina/ Virginia 08/06/14	Philadelphia 08/07/14	Pittsburgh 08/07/14	South Carolina 08/06/14	Youngstown 08/06/14	Hamilton, Ontario ¹ 08/08/14	Composites	
NO. 1 HEAVY MELT	360	360	363	360	372	363	358	340	367	359	370	308	356.67	
No. 2 heavy melt	350	.....	359	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
No. 1 bundles	386	400	393	395	432	393	.....	415	410	.....	.....	386	.....
No. 2 bundles *	.....	330	325	.....	.....	.....	.....	244(a)	196(a)	.....	230	.....	.....
No. 1 busheling	405	400	397	405	434	398	390	397	431	397	430	372	420.67	
No. 1 industrial bundles	.....	.....	.....	.....	.....	.....	.....	.....	438	.....	.....	.....	.....
Shredded auto scrap	375	385	375	382	387	375	370	363	385	375	385	345	374.50	
MACHINE SHOP TURNINGS	253	285	266	276	165	275	263	280(a)	235(a)	260	.....	.....	.....
Cast iron borings	.....	.....	280	.....	.....	.....	.....	.....	235(a)	.....	.....	.....	.....
Cut structural/plate, 2' max	.....	.....	430	.....	.....	.....	.....	420(a)	.....	.....	.....	.....	.....
Cut structural/plate, 3' max	379	.....	.....	.....	.....	.....	.....	375(a)	402(a)	.....	.....	.....	.....
Cut structural/plate, 5' max	366	370	375	378	384	375	362	360	393	365	390	326	.....
Foundry steel, 2' max	.....	.....	395	.....	312(a)	395	.....	385(a)	310(a)	.....	325	.....	.....
Cupola cast	.....	.....	420(a)	.....	235(a)	435	.....	360(a)	345(a)	.....	.....	.....	.....
CLEAN AUTO CAST	.....	.....	455	.....	395	460	.....	395(a)	405(a)	.....	.....	.....	.....
Unstripped motor blocks	.....	.....	385	.....	420(a)	.....	.....	350(a)	405(a)	.....	.....	.....	.....
Heavy breakable cast	.....	.....	285	.....	220(a)	.....	.....	300(a)	305(a)	.....	.....	.....	.....
Drop broken machinery cast	.....	.....	445	.....	348(a)	.....	.....	405(a)	.....	.....	.....	.....	.....
Rail crops, 2' max	.....	.....	430(a)	.....	480(a)	.....	.....	440(a)	465(a)	.....	.....	.....	.....
Random rails	.....	.....	390(a)	.....	.....	.....	.....	365(a)	385(a)	.....	.....	.....	.....
Steel car wheels	.....	.....	410	.....	430	.....	.....	412(a)	405	.....	.....	.....	.....
Rerolling rails	.....	.....	425(a)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
STEEL (TIN) CAN BUNDLES	.....	.....	350(a)	.....	365	345	.....	.....	347	.....	.....	.....	.....

* Shredders may also be considered consumers for this grade

AMM INDEXES

Ferrous Scrap Export Index (\$/tonne, evaluated 09/02/14)	.....
HMS 1&2 (80:20) East Coast (f.o.b. New York)	367.66
HMS 1&2 (80:20) West Coast (f.o.b. Los Angeles)	350.52
Shredded Steel Scrap, East coast (f.o.b. New York)	373.12
Midwest Ferrous Scrap Index (\$/gross ton, evaluated 08/11/14)	.....
No. 1 heavy melt	368.17
No. 1 busheling	400.88
Shredded steel scrap	379.45
MB Iron Ore Index (\$/tonne, evaluated:)	eff. 09/02/14
MB10 Index	87.40

DEALER SELLING PRICES

Estimated prices in US\$/gross ton, shipping point dealer yard

DATE REVIEWED:	Atlanta					Buffalo		Houston		Canadian currency, in net tons	
	08/06/14	08/06/14	08/06/14	08/06/14	08/06/14	08/06/14	08/06/14	08/06/14	08/06/14	08/06/14	
No. 1 heavy melt	326	326	333	320	345	260	.....	.....	.....	.....
No. 1 bundles	.....	.....	.....	.....	372	.....	.....	.....	.....	.....
No. 1 busheling	358	358	393	370	375	295	.....	.....	.....	.....
Shredded auto scrap	350	350	367	358	365	365(a)	.....	.....	.....	.....
Machine Shop Turnings	242	242	256	262	265	190	.....	.....	.....	.....
Cut structural/plate, 5' max	333	333	350	335	358	278	.....	.....	.....	.....

CONSUMER BUYING PRICE TREND

Estimated trends in US\$/gross ton, from prior month

DATE REVIEWED:	Houston		Seattle/Portland	
	08/07/14	08/06/14	08/06/14	08/06/14
No. 1 heavy melt	0	0	-5	.....
No. 1 busheling	0	0	.....	.....
Shredded auto scrap	0	0	-5	.....
Machine shop turnings	0	0	-5	.....
Cut structural/plate, 5' max	0	0	-5	.....

EXPORT YARD BUYING PRICES

Estimated prices an export dealer, broker or processor will pay for items delivered to his yard, in US\$/gross ton.

DATE REVIEWED:	Boston		L.A.		N.Y.		Philly		S.F.		Seattle/Portland	
	08/20/14	08/20/14	08/20/14	08/20/14	08/20/14	08/20/14	08/20/14	08/20/14	08/20/14	08/20/14	08/20/14	
No. 1 heavy melt	330	330	280	328	328	328	328	328	295	300	300	.....
No. 2 bundles	235	235	170	238	238	238	238	238	185	.....	.....	.....
No. 1 busheling	.....	.....	290	.....	.....	.....	.....	.....	305	.....	.....	.....
Machine shop turnings	.....	.....	135	178	.....	.....	.....	.....	150	90	.....	.....
Mixed cast	330	330	.....	323	323	323	323	323	.....	.....	.....	.....
Unstripped motor blocks	325	325	260	308	308	308	308	308	275	245	.....	.....
Auto bodies	280	280	205	288	288	288	288	288	240	242	.....	.....
Cut structural/plate 5' max	340	340	290	338	338	338	338	338	305	310	.....	.....

STAINLESS CONSUMER BUYING PRICES

(\$/gross ton)	
Pittsburgh (reviewed 08/12/14)	.....
316 solids, clips	2,650-2,700
304 solids, clips	1,930-1,975
304 turnings	1,725-1,765
430 bundles, solids	600-650
409 bundles, solids	525-575

STAINLESS STEEL SCRAP PRICES (\$/gross ton)

DATE REVIEWED:	Boston		L.A.		N.Y.		Philly		S.F.		Montreal ¹	
	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	
304 solids, clips	.....	.....	1,660-1,700	1,660-1,700	1,660-1,700	1,660-1,700	1,660-1,700	1,660-1,700	.....	.....	.....	.....
304 turnings	.....	.....	1,480-1,525	1,480-1,525	1,480-1,525	1,480-1,525	1,480-1,525	1,480-1,525	.....	.....	.....	.....
430 bundles, solids	515-560	515-560	.....	.....	.....	.....	.....	.....	515-560	.....	.....	.....

(a) Appraisal price

STAINLESS STEEL SCRAP

DATE REVIEWED:	Boston		Buffalo		Chicago		Cleveland		Detroit		Houston		L.A.		N.Y.		P'burgh		S.F.		Montreal ¹	
	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	09/02/14	
DEALERS' BUYING PRICES (€/lb.) † Canadian currency	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
316 solids, clips	72-74	72-74	73-75	73-75	73-75	73-75	73-75	73-75	73-75	73-75	73-75	73-75	73-75	73-75	73-75	73-75	73-75	73-75	72-74	72-74	72-74	72-74
304 solids, clips	57-59	57-59	58-60	58-60	58-60	58-60	58-60	58-60	58-60	58-60	58-60	58-60	58-60	58-60	58-60	58-60	58-60	58-60	57-59	57-59	57-59	57-59
304 turnings	43-45	43-45	44-46	44-46	44-46	44-46	44-46	44-46	44-46	44-46	44-46	44-46	44-46	44-46	44-46	44-46	44-46	44-46	43-45	43-45	43-45	43-45
304 new clips (prompt industrial scrap)	.....	60-62	61-63	61-63	61-63	61-63	61-63	61-63	61-63	61-63	61-63	61-63	61-63	61-63	61-63	61-63	61-63	61-63	60-62	60-62	60-62	60-62
430 new clips (prompt industrial scrap)	9.0-11.0	.....	9.0-11.0	9.0-11.0	9.0-11.0	9.0-11.0	9.0-11.0	9.0-11.0	9.0-11.0	9.0-11.0	9.0-11.0	9.0-11.0	9.0-11.0	9.0-11.0	9.0-11.0	9.0-11.0	9.0-11.0	9.0-11.0	.....	.....	.....	.....
BROKER/PROCESSOR BUYING PRICES (\$/gross ton)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
316 solids, clips	.....	.....	2,420-2,465	2,420-2,465	2,420-2,465	2,420-2,465	2,420-2,465	2,420-2,465	2,420-2,465	2,420-2,465	2,420-2,465	2,420-2,465	2,420-2,465	2,420-2,465	2,420-2,465	2,420-2,465	2,420-2,465	2,420-2,465	.....	.....	.....	.....
304 solids, clips	.....	.....	1,660-1,700	1,660-1,700	1,660-1,700	1,660-1,700	1,660-1,700	1,660-1,700	1,660-1,700	1,660-1,700	1,660-1,700	1,660-1,700	1,660-1,700	1,660-1,700	1,660-1,700	1,660-1,700	1,660-1,700	1,660-1,700	.....	.....	.....	.....
304 turnings	.....	.....	1,480-1,525	1,480-1,525	1,480-1,525	1,480-1,525	1,480-1,525	1,480-1,525	1,480-1,525	1,480-1,525	1,480-1,525	1,480-1,525	1,480-1,525	1,480-1,525	1,480-1,525	1,480-1,525	1,480-1,525	1,480-1,525	.....	.....	.....	.....
430 bundles, solids	.....	.....	515-560	515-560	515-560	515-560	515-560	515-560	515-560	515-560	515-560	515-560	515-560	515-560	515-560	515-560	515-560	515-560	.....	.....	.....	.....
430 turnings	.....	.....	400-435	400-435	400-435	400-435	400-435	400-435	400-435	400-435	400-435	400-435	400-435	400-435	400-435	400-435	400-435	400-435	.....	.....	.....	.....
409 bundles, solids	.....	.....	450-495	450-495	450-495	450-495	450-495	450-495	450-495	450-495	450-495	450-495	450-495	450-495	450-495	450-495	450-495	450-495	.....	.....	.....	.....
409 turnings	.....	.....	300-340	300-340	300-340	300-340	300-340	300-340	300-340	300-340	300-340	300-340	300-340	300-340	300-340	300-340	300-340	300-340	.....	.....	.....	.....

Prices are subject to the disclaimer appearing on the "Metal Exchanges" page.

Scrap Prices Today

AMM Ferrous Scrap Export Indexes
Stainless steel scrap prices were reviewed for: Boston, Buffalo, Montreal

Stainless steel scrap price changes were made for: Chicago, Cleveland, Detroit, Houston, Los Angeles, New York, Philadelphia, Pittsburgh, San Francisco

Town of Colchester Interoffice Memorandum

To: Stan Soby, First Selectman
From: James Paggioli, L.S., Director of Public Works
CC:
Date: 09-28-14
Re: Funding Plan – Rotary Drum Thickener – Joint Facilities Funding Plan Recommendation

The Sludge Thickening process at the Colchester – East Hampton has been in need of replacement and/or upgrading for a significant period of time. In 2012 the choice to improve the technology for dewatering the sewer sludge by a rotary drum thickener was made by the Joint Facilities Committee and a request for funding a portion of the project was made by both the towns of East Hampton and Colchester via the State of Connecticut STEAP grant process. Both towns were not award the grant funds for the project by the State.

To reiterate, the Rotary Drum Thickener dewateres Sewage Sludge similarly to the drum that is within a washing machine. It uses centrifugal force to expel excess water from the material in the drum. The improvement is best described as the same improvement that washing machines went through when they went from the exterior rollers to a spinning drum for the final cycle.

The project was discussed at the Joint Facilities at the May 20, 2014 and July 15, 2014 meetings. The July meeting updated the estimated costs for the project, however the anticipated funding that would be required by each Towns WPCA has remained consistent through the project. The updated costs are: the Total project estimated in the 1.471 million dollar range. The Joint Facilities has approximately \$1,100,000 available in funding the project. The estimate range preliminarily was \$150,000 to \$250,000 for the Colchester portion and updated estimate is \$185,500 for the Colchester portion. There are adequate existing funds within the Colchester Sewer Capital for our half of the excess cost. With the increased annual savings due to accurate metering, the replacement of funds likely to be expended on the project are anticipated to be restored within a 3 year time frame.

Due to the statutory nature of the Selectman form of government in regard to WPCA's, the Sewer and Water Commission must recommend to the Board of Selectmen (which is the Town of Colchester WPCA), to adopt the financing arrangement that is anticipated to occur in the project funding. There is a need to provide the assurances that a general funding plan be accepted and recommended for the funding of the replacement since each town's (East Hampton and Colchester) WPCA will be funding a portion of the project.

The Joint facilities actions were as follows:

Joint Facilities Minutes of 5/20/2014:

Old Business

Mr. Susco continued the discussion of funding for the replacement of the DAF. He explained the WPCA of East Hampton has cleared the way for closing the Beneficial Assessment Account and to transfer that balance to the Capital Fund Balance of the East Hampton WPCA. This transfer is to take place upon completion of the current term of the reinvestment, April 9, 2015.

Management presented the request to move the Sludge Handling Improvements forward and to fund the project through internal generated funds of the Joint Facilities. Should the final construction costs exceed this amount further payment will be made in an equal amount as to be funded by each WPCA based upon Article IV – PAYMENT AND SHARING OF OPERATION AND MAINTENANCE COSTS of the Inter-Municipal Sewer Service Agreement. Following a lengthy discussion and upon motion by Mr. Lemay seconded by Mr. Valentine the following resolution was unanimously approved.

RESOLVED: The Colchester-East Hampton Joint Facilities does hereby request the Town of East Hampton Water Pollution Control Authority and the Town of Colchester Sewer and Water Commission to endorse the financing plan for Sludge Handling Improvements.

Upon further discussion the following resolution moved by Mr. Lemay seconded by Mr. Valentine was unanimously approved.

RESOLVED: The Colchester-East Hampton Joint Facilities does hereby authorize management to obtain a current engineers estimate for the cost of the project.

Joint Facilities Minutes of July 15, 2014

.. a new cost basis for the project utilizing the 2012 bidding and adjusting these cost these costs by recognizing cost indexing factors commonly used in the engineering field. The new base bid in 2014 dollars was \$1,250,000.00. To develop a total cost summary for the project the following items were added: Engineering (re-design and bidding) \$36,000.00.; Engineering Services during construction \$135,000.00; Contingency \$50,000.00. Total cost for one RDT, is now estimated at \$1,471,000.00. Mr. Susco indicated available funds from the Capital Budget remain as estimated at \$1,100,000.00. The shortfall in funds to be split equally between the two Towns is \$371,000.00 or \$185,500.00.

A lengthy discussion followed and the following resolution moved by Mr. Valentine, seconded by Mr. Coyle was unanimously adopted:

RESOLUTION: that the Colchester-East Hampton Joint Facilities does hereby authorize management to proceed with the Sludge Handling Improvements substantially in the form presented at this meeting utilizing internally generated funds of the Joint Facilities. Furthermore, should internally generated funds be insufficient to complete the project the Colchester water and Sewer Commission and the Town of East Hampton WPCA jointly agree to share equally in any final cost not to exceed \$185,500.00 each.

At the July 2014 Colchester Sewer and Water Commission meeting (Portion of Minutes Item 8C)

.....Mr. Paggioli explained the cost breakdown concern the project and the required recommendation to the Board of Selectmen acting as the Colchester Water Pollution Control Authority and the action that they would have to take following the recommendation of the Sewer and Water Commission. After brief discussion, R. Peter made the following motion, seconded by T. Hochdorfer:

The Sewer and Water Commission is hereby recommending to the Board of Selectmen acting as the Colchester Water Pollution Control Authority to pass the following motion for adoption:

RESOLVED: The Colchester Water Pollution Control Authority does hereby adopt the Colchester-East Hampton Joint Facilities financing plan for the replacement of sludge handling improvements at the wastewater treatment plant substantially in the form as presented at this meeting. (of the Colchester Sewer and Water Commission.)

Furthermore; should the project exceed funds available through the Joint Facilities, such financing plan does hereby require the East Hampton Water Pollution Control Authority and the Town of Colchester Sewer and Water Commission through its Colchester Water Pollution Control Authority, to make further payment in an equal amount as to be funded by each WPCA based upon Article IV of the Inter-municipal Agreement – PAYMENT AND SHARING OF OPERATION AND MAINTENANCE COSTS.

Furthermore; the amount of such further payment must be authorized by the East Hampton Water Pollution Control Authority and the Town of Colchester Sewer and Water Commission through its Colchester Water Pollution Control Authority prior to execution of contract documents.

Motion was passed 4-0.

Proposed Motion: RESOLVED: The Board of Selectmen acting as The Colchester Water Pollution Control Authority does hereby adopt the Colchester-East Hampton Joint Facilities financing plan for the replacement of sludge handling improvements at the wastewater treatment plant substantially in the form as presented at this meeting. (of the Colchester Sewer and Water Commission.)

Furthermore; should the project exceed funds available through the Joint Facilities, such financing plan does hereby require the East Hampton Water Pollution Control Authority and the Town of Colchester Sewer and Water Commission through its Colchester Water Pollution Control Authority, to make further payment in an equal amount as to be funded by each WPCA based upon Article IV of the Inter-municipal Agreement – PAYMENT AND SHARING OF OPERATION AND MAINTENANCE COSTS.

Furthermore; the amount of such further payment must be authorized by the East Hampton Water Pollution Control Authority and the Town of Colchester Sewer and Water Commission through its Colchester Water Pollution Control Authority prior to execution of contract documents.

CONTRACT FOR SERVICES

FOR

EMERGENCY COMMUNICATIONS CENTER
AND '911' TELEPHONE SERVICES

CONTRACT FOR MUNICIPAL SERVICES

(TOWN SEAL)

TOWN OF (NAME OF TOWN), CT

FOR SERVICES PROVIDED BY:

COLCHESTER EMERGENCY COMMUNICATIONS, INC.
15 OLD HARTFORD ROAD
P.O. BOX 911
COLCHESTER, CT 06415

CONTRACT PERIOD (CURRENT DATE) – JUNE 30, 2020

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I. PARTIES/CONTACTS

This Contract, effective as of (Current Date), by and between the Town of (Name of Town), CT (hereinafter referred to as "the Town"), a municipality organized and operating under the laws of Connecticut with Town Offices at (Address of Town), and Colchester Emergency Communications, Inc. (hereinafter referred to as "CEC"), a corporation organized and operated under the laws of The State of Connecticut, having as its principal place of business a facility at 15 Old Hartford Road Colchester, CT 06415.

All Notices hereunder shall be sent to the parties at the following address:

For CEC

Colchester Emergency Communications, Inc.
15 Old Hartford Road
P.O. Box 911
Colchester, CT 06415

For the Town of (Name of Town)

(Town CEO and Title)
Town of (Name of Town)
(Street Address)
(Name of Town), CT (Zip)

Copy to:

Richard W. Tomc & Associates, P.C.
Attorneys at Law
P.O. Box 780
49 Main Street
Middletown, CT 06457

II. BACKGROUND

The Town has an ongoing need for emergency communications and 9-1-1 telephone support services. The services required are a vital part of the Town's emergency response and disaster preparedness system. CEC currently provides these services. The scope of this contract is directed entirely at the constant provision and monitoring of 9-1-1 services and notification of Town emergency response personnel as outlined in this Contract.

III. SCOPE OF WORK

The scope of the services contemplated in this contract includes continuous staffing and monitoring of 911 emergency telephone services for the entire Town, as well as notification and coordination with Town emergency response and municipal personnel as detailed in Section IV. The specific methods and procedures used in providing the services detailed herein shall be in the sole discretion of CEC and the local emergency service organizations participating therein, except that such services shall be rendered on a twenty-four hour per day, every day basis.

IV. SPECIFIC TASKS

CEC RESPONSIBILITIES

1. Subject to the provisions of Attachment A, CEC shall equip and maintain a regional Emergency Communications Center within the service area and in cooperation with the AT&T Telephone Company (SBC Connecticut).
2. CEC shall maintain necessary telephone equipment so that all emergency telephone calls made to the 9-1-1 emergency number or other designated emergency numbers by the residents of the Town

requesting fire, police or ambulance services will be answered at the Emergency Communications Center.

3. CEC, upon receipt of any emergency call, shall, based on procedures to be established by CEC and the Town fire, police and ambulance organizations, immediately notify said organizations, and, in the case of fire and ambulance units, dispatch said units and maintain necessary mobile communications with them for the purposes of coordination and notification of other emergency service organizations, if needed.
4. CEC shall maintain all necessary equipment at the Emergency Control Center, train and hire necessary staff, and arrange and pay for emergency telephone service to the Emergency Communications Center.
5. During the period of performance of this contract, CEC shall hold public liability insurance, workmen's compensation, unemployment insurance, and any other form of insurance required by, or customarily carried by, organizations operating services of the nature detailed herein.
6. CEC shall, in December of each year, prior to the adoption of the Dispatch Center Budget, hold an annual budget meeting with the Chief Executive Officer or his designee and formally present the assessed cost for services for the Town for the ensuing fiscal year. The Chief Executive Officer or his designee shall be afforded the opportunity to review and audit costs and financial records of CEC.
7. The CEC Board of Directors shall not approve the Dispatch Center Budget prior to obtaining approval by a majority of the participating municipalities in the CEC service 911 service claimancy. Once approved by the participating municipalities, the Dispatch Center Budget shall provide the basis for cost for services for the following fiscal year.
8. CEC shall warrant services provided under this contract shall be satisfactory and adequate to meet the needs of the residents of the Town.

TOWN RESPONSIBILITIES

1. The Town, or local emergency service organizations(s) under its cognizance, shall maintain its own local radio equipment, local relay equipment, and local telephone service.
2. The Town shall, for the period of performance of this contract, designate CEC as its agent for the purposes of coordinating or changing emergency telephone numbers or switching equipment or billing information as may be necessary or requested by the AT&T Telephone Company (SBC Connecticut).

V. ACCEPTANCE OF SERVICES

Acceptance of services provided by CEC shall be when they are performed. Due to the critical nature of the services provided by CEC and their direct impact on public welfare and safety, any material failure by CEC to fulfill any of the CEC responsibilities detailed herein shall immediately constitute a material breach by CEC.

VI. PAYMENT SCHEDULE/TERMS

PAYMENT TERMS AND CONDITIONS

The annual payment for the 9-1-1 services contemplated under this contract shall be computed by apportioning the approved Dispatch Center Budget (net of non-member sources of revenue) among the participating municipalities in the CEC 9-1-1 service claimancy. Such apportionment shall be accomplished by the CEC Board of Directors, and may be accomplished using factors that include fixed costs, relative call volumes, Town populations and/or percentages applied to the prior fiscal year's apportionment. The initial apportionment for the 2015 – 2016 fiscal year is set forth in Attachment B. The proposed apportionment shall be made available to the Town during its opportunity to review the associated proposed Dispatch Center Budget for the same fiscal year, such that the Chief Executive Officer or his designee has the opportunity to review both the overall Dispatch Center Budget and the Town apportioned payment obligation prior to approving or disapproving the proposed Dispatch Center Budget.

Payments under this contract shall be assessed by CEC annually for the succeeding fiscal year (July 1 – June 30). CEC shall submit a quarterly invoice for 25% of the assessed annual payment. Payment is due to CEC within 30 days net of the date of invoice. No additional or supplemental costs incurred by CEC during the period of performance shall be billable to the Town, unless authorized by the Town. Interest shall run at the rate of one percent (1.00%) per month for any part of the assessment that remains unpaid 20 days after its invoice due date.

CEC Board of Directors shall not bind or enter into any type of agreement for a loan or debt without the prior approval of all member towns legislative bodies consistent with each of those communities legislative practices.

VII. PLACE OF PERFORMANCE

CEC will provide all services from its corporate location, and relevant communications facilities therein.

VIII. PERIOD OF PERFORMANCE

Services provided under this statement of work shall be provided in a base period commencing immediately upon award until 30 June 2020 in accordance with the contract details herein. An option of an extension of the period of performance for an additional five (5) years, on the same terms and conditions, may be exercised with a signed agreement to that effect executed by both parties no later than 30 June 2019.

IX. CONTRACTUAL CLAUSES

MERGER AND INTEGRATION

This Contract and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Contract, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may only be amended by a written document duly executed by all parties.

TERMINATION FOR CONVENIENCE / NOTICE

This agreement may be terminated for convenience by the Town. The Town shall provide 12 months written notice to CEC prior to exercising a termination for convenience. The Town shall be liable for its payments through the end of the fiscal year in which the notice period ends, plus any termination fees set forth below. During the notice period, CEC will continue to provide 9-1-1 services to the Town as delineated in this contract.

The Town shall be assessed a termination fee equal to the annual loss in the amount of the E911 dispatch subsidy resulting from the Town's termination. In addition, the Town shall be assessed an Assessment Fee for future payments due under any bonds or loans entered into or incurred by CEC during the term of this contract. The Assessment Fee shall be equal to the present value of such future payments multiplied by a ratio, the numerator of which is Town's annual payment obligation to CEC and the denominator of which is all members' annual payment obligation to CEC. ~~In addition, the Town shall be assessed a fee for any bonds or loans acquired by CEC during the term of this contract, to be determined based on the present value of the future payments and the proportion of the Town's annual payment to the other Towns to which the bond or loan payments are apportioned.~~

If the Town terminates this agreement during the period in which the State of Connecticut would require the Town of Montville to repay any of the Transition Grant it obtained from the State of Connecticut, the Town shall reimburse the Town of Montville an amount equal to the proportion of the amount of the Transition Grant as the proportion of the Town's annual payment to the other Towns, excepting the Town of Montville.

NON-APPROPRIATION

- (a) If all of the following shall occur:
- (i) The Town's governing body fails to appropriate sufficient monies in any fiscal year sufficient to fund the amount apportioned to the Town,
 - (ii) Other funds are not available to fund the amount apportioned to the Town, and
 - (iii) The Non-Appropriation did not result from any act or failure to act,
- Then a Non-Appropriation shall be deemed to have occurred.
- (b) If a Non-Appropriation occurs, then:
- (i) The Town must give CEC immediate notice of such Non-Appropriation and provide written notice of such failure by the Town's governing body at least 60 days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation,
 - (ii) No later than the last day of the fiscal year for which appropriations were made for CEC 9-1-1 services, such 9-1-1 services shall cease to be provided by CEC, except
 - (iii) If the Town wishes CEC to continue to provide 9-1-1 services after the last fiscal year in which appropriations were made, it shall pay CEC a Continuation Fee for such services on a month-to-month basis. The Continuation Fee shall be equal to one-twelfth (1/12th) of the Town's annual payment obligation to CEC that would otherwise apply but for the non-appropriation. ~~The Town shall pay a month-to-month rate agreed upon with CEC for the continuation of 9-1-1 services should the Town request CEC to provide 9-1-1 services beyond the last day of the fiscal year for which appropriations were made.~~
- (c) Upon any such Non-Appropriation, upon CEC's request, the Town will provide an opinion of independent counsel (who shall be reasonably acceptable to CEC), in form reasonably acceptable to CEC, confirming the Non-Appropriation and providing sufficient proof of such Non-Appropriation.
- (d) Anything to the contrary notwithstanding, this Non-Appropriation clause shall not be construed to eliminate the payment to CEC of the termination fee herein described.

SUCCESSORS

This agreement shall be binding upon the successors and assigns of the parties and may be modified or extended only by a further written amendment executed by the Parties hereto.

STATUTE OF LIMITATIONS

The parties to this Contract agree that any action in relation to an alleged breach of this Agreement shall be commenced within one year of the date of the alleged breach, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute.

TIME OF PERFORMANCE

Time is of the essence for the completion of the work described in this contract. The successful execution of the services contemplated in this Contract relies on vigilant, astute, timely provision of Services as detailed herein (or as modified by mutual consent of the parties). It is anticipated by the parties that all services described herein will be completed in accordance with this contract, and that any substantive delay in the delivery of services or payment for same pursuant to the terms described herein shall constitute a material breach of this contract.

SAVINGS CLAUSE

If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

CHOICE OF LAW/FORUM SELECTION

This Contract and its enforcement shall be governed by the laws of the State of Connecticut. The federal or state courts located in Connecticut shall have exclusive jurisdiction to hear any dispute under this Contract. The parties of this Contract expressly consent to the exercise of personal jurisdiction in the State of Connecticut in connection with any dispute or claim involving either party to the Contract.

SUPERSESION / MODIFICATION OF PREVIOUS AGREEMENT

This Contract contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements, contracts, and undertakings with respect thereto.

NON-WAIVER

The failure by one party to this Contract to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

FAILURE TO CONSOLIDATE KX AND MONTVILLE

This contract is predicated on the consolidation of the KX PSAP and Dispatch operations in its Colchester location with the Montville PSAP and Dispatch operations in its Montville location. The Town has entered this contract with the expectation that these operations will be consolidated and operate from the current Montville location. In the event that this consolidation does not occur, the terms and provisions of this contract will be held null and void, except for the obligation to repay the Town of Montville its portion of the Transition Grant that Montville is required to return to the State of Connecticut.

CONSOLIDATION WITH OTHER PSAP AND DISPATCH OPERATIONS

It is expected that CEC will make efforts to expand its operations through the consolidation or merger with other PSAPs or Dispatch Operations, or by the addition of other municipalities.

X. AGREEMENT/SIGNATURE

The parties hereto have caused this Contract to be executed and witnessed in duplicate, as evidenced by their signatures of their duly authorized representatives/officers on this ___ day of _____, (Year).

Town of (Name of Town), CT By: _____
(Town CEO)
(Title)

Colchester Emergency Communications, Inc. By: _____
Samuel Totodo
President/CEO

Town of (Name of Town), CT

Contract for Services:
Emergency Communications
Center And '911' Telephone
Services

On this the ____ day of _____, (Year), before me, the undersigned officer, personally appeared SAMUEL TOTEDO, who executed the foregoing instrument and acknowledged it to be his free act and deed, before me.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:
Commission of the Superior Court

On this the ____ day of _____, (Year), before me, the undersigned officer, personally appeared (Town CEO), (Title), who executed the foregoing instrument and acknowledged it to be his free act and deed, before me.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:
Commission of the Superior Court

Attachment A

The following is a list of equipment owned by the Town and which is not conveyed to CEC as a result of this contract. The Town and not CEC shall be responsible for the maintenance and replacement, if necessary, of such equipment. The Town at its expense shall insure against property damage and personal injury resulting from the use of such equipment in the minimum amount of \$2 million naming CEC, its agents and employees as additional insureds and shall provide CEC with a certificate of such insurance upon request.

Listing of Equipment:

Attachment B

The following schedule of appropriations for the 2015-2016 fiscal year has been agreed upon by the CEOs of the Towns:

TOWN/HOSPITAL	CAPITAL PORTION	OPERATING PORTION	TOTAL AMOUNT
Bozrah	2,128	35,154	37,282
Colchester	13,017	95,715	108,732
East Haddam	7,394	61,832	69,226
East Hampton	10,515	124,945	135,461
Haddam Neck	485	12,742	13,227
Lebanon	5,918	52,302	58,220
Marlborough	5,182	49,708	54,889
Salem	3,359	41,716	45,076
Montville		290,288	290,288
Middlesex Hospital		90,000	90,000
TOTAL - Towns/MMH	48,000	854,401	902,401

- Estimated future Town apportionments were based upon budget estimates at the time of execution of this contract.
- It was estimated that the Capital Portion would remain at \$48,000, apportioned based on population across the KX Towns.
- Montville will maintain its Capital Funding within its own Town Budget separate from the CEC budget.
- It was estimated that the Operating Portion would increase each fiscal year by 4.5%.
- However, these estimates amounts are not to be construed or used as actual annual apportionments for the future years since there may be several factors that could require the estimates to need adjustment.
- An Operating Budget will be presented each year by CEC with the resulting Town apportionments reviewed by the Town CEOs in accordance with Section VI of this contract.



**Charter Review Committee Charge
September 8, 2014**

1. Become thoroughly familiar with the Town Charter
2. Find language (sentences, sections) that is not readily understandable
3. Find language that is contradictory or inconsistent between sections or between text and practice
4. Review processes contained in the Charter for:
 - a. Understandability and Fairness
 - b. Relevance
 - c. Need for Change
 - d. Efficiency and Effective Control
5. Review governmental structures as prescribed in the Charter (ex.: First Selectman v. Town Manager)

In the course of reviewing the Charter, please keep in mind the following:

- a. Are operational processes focused with a single point of accountability?
- b. Where have we created conflicting accountabilities and why?
- c. Can we streamline the decision-making process?
- d. Can we streamline operational processes?
- e. Is our decision-making process consistent?
- f. Do we need as many commissions as we currently have?
- g. Is the current structure allowing us to achieve our goals?

The Charter Review Committee should be looking at things more conceptually. The substantive work regarding language/text changes would be the work of a Charter Revision Committee, with some or all of the members of Charter Review participating on Charter Revision.

TOWN OF COLCHESTER
ECONOMIC DEVELOPMENT COMMISSION

BY-LAWS

(EFFECTIVE FEBRUARY 4, 1997)

SECTION 1. PURPOSE AND AUTHORIZATION

The name of the commission shall be the "Economic Development Commission of the Town of Colchester" (the "Commission"). The purpose of the Commission is to promote the business and industrial resources of the Town of Colchester and to serve as the development agency for the Town of Colchester. The Commission shall have all of the rights, powers and duties respectively conferred upon municipal economic development commissions and development agencies pursuant to sections 7-136 and 8-188 of the Connecticut General Statutes, as amended. [Town of Colchester Ordinances, Sections 206, 207]

SECTION 2. OFFICE OF THE COMMISSION

The office of the Commission shall be the Colchester Town Hall where Commission records will be maintained. All correspondence, including applications shall be addressed to the Commission c/o The Office of the First Selectman, 127 Norwich Avenue, Colchester, CT 06415. Copies of all agendas, minutes and resolutions of the Commission shall be filed or recorded with the Office of the Town Clerk.

SECTION 3. MEMBERSHIP

1. The Commission shall consist of nine (9) members appointed by the Board of Selectmen in accordance with Ordinance Nos. 206, "Economic Development Commission," and 207 "Development Agency of the Town of Colchester." If at any time Commission membership shall be less than five (5) members, the Commission shall suspend its activities until such time as the Board of Selectman has appointed new members.
2. All members of the Commission shall participate fully in Commission meetings and activities and shall have such duties as may from time to time be assigned by the Commission.
3. Resignation from the Commission shall be in written form and transmitted to the Chairman who shall promptly forward same to the Board of Selectmen.

SECTION 4. COMMISSION OFFICERS, ELECTION AND DUTIES

1. At the first Regular Meeting held in July of every year, the Commission shall elect the following officers for a term of one year and who shall have the duties set forth:

Chairman - The Chairman shall preside at all meetings and hearings of the Commission and shall have the duties normally conferred by parliamentary usage upon such officers. The Chairman shall have the authority to appoint committees, call special meetings, prepare the annual budget and generally perform other duties as may be proscribed by these by-laws. The Chairman shall have the privilege of participating fully in the discussion of all matters before the Commission and of voting thereon.

Vice Chairman - The Vice Chairman shall have the authority to act for, and perform the duties of, the Chairman in the Chairman's absence.

SECTION 5. COMMISSION MEETINGS

1. The Commission shall meet at 7:00 p.m. on the third Monday of every month, except when the Town Hall is closed due to public holiday or some other reason. In the event of such a scheduling conflict, an alternative meeting date may be scheduled by the Commission. All meetings of the Commission are open to the public as required by the Connecticut General Statutes.
2. For purposes of determining whether the Commission may conduct business, a majority of sitting Commission members shall constitute a quorum but in no event shall a quorum consist of less than four (4) members.
3. Minutes of the Commission's meetings and hearings shall be kept and published in accordance with the Connecticut General Statutes.
4. All correspondence including applications addressed to the Commission shall be presented by the Chairman to the Commission at its first meeting held after such mail has been delivered to the Commission in care of the Office of the First Selectman. All mail shall be deemed "received" when so presented.

SECTION 6. COMMITTEES AND COMMITTEE CHAIRMEN

1. From time to time, the Commission or the Chairman may appoint such committees as may be deemed necessary or desirable. Any committee so appointed shall have the duties or responsibilities assigned to it at the time of appointment. The meetings of any committee so appointed are open to the public as required by the Connecticut General Statutes.
2. At the time of appointment, the members of any committee appointed pursuant to this section shall elect one of their members to serve as Committee Chairman. With respect to such committee, the Committee Chairman shall have the same or similar duties as the Chairman of the Commission.
3. The Chairman of the Commission may serve as an ex-officio member of any committee appointed in accordance with this section.

4. For purposes of determining whether a committee may conduct business, a majority of committee members shall constitute a quorum.
5. Minutes of all committee meetings and hearings shall be kept and published in accordance with the Connecticut General Statutes.
6. All correspondence including applications addressed to any committee shall be deemed addressed to the full Commission and shall be treated in the same manner as set forth in Section 5, paragraph 4.

SECTION 7. AMENDMENTS

These bylaws may be amended from time to time as deemed necessary or desirable by the Commission.

SECTION 8. EFFECTIVE DATE

These bylaws shall take effect immediately upon adoption by the Commission and all photocopies or reproductions hereof shall clearly specify the "Effective Date" on the coverpage.

