



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda  
Regular Meeting  
Thursday, July 19, 2018  
Colchester Town Hall, 7PM**

RECEIVED  
COLCHESTER, CT  
2018 JUL 17 AM 10:07  
M. J. Schuster  
TOWN CLERK

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
  - a. Approve list of deletion/revisions of ordinances; 1, 77, 81 136, to go to Public Hearing
  - b. Approve Execution of Grant Contract with Senior Resources Agency on Aging – Making Memories
  - c. Tax Abatements
5. Boards and Commissions – Interviews and/or Possible Appointments
  - a. Youth Services Advisory Board – Dean Dest possible appointment as a member to expire 12/1/2021
  - b. Ethics Commission
    1. Dan Henderson resignation
    2. Dean Dest possible appointment as a member to expire 5/30/2020
    3. Taras Rudko to be interviewed
    4. John Malsbenden to be interviewed
    5. Teresa Pineau to be interviewed
  - c. Fair Rent Commission – Resignation of Steven Schuster
6. Approve Minutes of the June 21, 2018 Regular Board of Selectmen Meeting
7. Discussion and Possible Action on Novus Insight Network Upgrade Contract
8. Discussion and Possible Action on NECCOG Animal Service Contract
9. Discussion and Possible Action Lease Agreement for Bacon Academy Trustees Portion of Town Green
10. Review and Discussion on Town Ordinance Potential Revisions
11. Citizen's Comments
12. First Selectman's Report
13. Liaison Reports

14. Executive Session to Discuss Firefighters Union Local #3831 Collective Bargaining Agreement
15. Discussion and Possible Action on Firefighters Union Local #3831 Collective Bargaining Agreement
16. Adjourn



# *Town of Colchester, Connecticut*

95 Norwich Avenue, Colchester, Connecticut 06415

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

## **MEMORANDUM**

**To: Board of Selectmen**

**From: Patricia A. Watts, Director of Senior Services**

**Date: 7/10/18**

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

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Grant funding in the amount of \$14,665.00 has been awarded for the 2019 Fiscal Year (beginning October, 1, 2018) to fund the Making Memories Program at the Colchester Senior Center. There is an electronic copy of the contract and the Notification of Award face sheet, which will need to be printed, signed and returned to me. Please note that my deadline to return the signed contract to Senior Resources Agency on Aging is Friday, August 17, 2018.

### **Recommended Motion**

Motion to approve the FY 2019 Title III Grant to support the Making Memories Program and authorize the First Selectman to sign all necessary documents.

Respectfully Submitted,

*Patricia A. Watts*

Patricia A. Watts  
Director of Senior Services/Municipal Agent

PURCHASE OF SERVICES AGREEMENT  
BETWEEN  
SENIOR RESOURCES AGENCY ON AGING  
AND  
COLCHESTER SENIOR CENTER

**PART I – PROGRAM STANDARDS, REPORTING AND FISCAL PROCEDURES**

A. CONTRACTOR PARTIES

This Agreement shall take effect on the first day of October 2018 and shall remain in effect until and through the thirtieth day of September 2019, unless earlier terminated in accordance with the terms of the Agreement and is made and entered into between the

Senior Resources Agency on Aging (the Agency)

and

Colchester Senior Center(Contractor)

Contractor's DUNS Number - 177899317

Total Contract Value **\$14,665.00** with an Indirect Cost Rate of 10%

The Contractor has demonstrated the experience and capacity to provide such services in compliance with the requirements of the Agency and of Title III as are hereinafter described and has been proposed by the Contractor in the approved application.

B. FUNDING IDENTIFICATION

The Agency has received authorization from the Connecticut State Department on Aging (SDA), to act as the Area Agency on Aging, the Agency has authority under Title III of the Older Americans Act of 1965, as amended, 42 U.S.C. 3001 et seq. (Title III) to fund such a program in accordance with the following Catalog of Federal Domestic Assistance Titles;

Federal funding has been provided for this contract as follows:

CFDA (Catalog of Federal Domestic Assistance) Title: Title IIIB

CFDA Number: 93.044

Award Name: Older Americans Act Funding

Award Year: FFY 2019

Research and Design: No

Name of Federal Agency Awarding: Administration for Community Living

Funds from the State of Connecticut, State Department on Aging may also be included in this Contract.

The Contractor shall not exceed the default 10% cap on administrative costs for federal funding allocated under this contract unless an approved federally recognized indirect cost rate negotiated between the Contractor and the federal government is in place. Documentation of the federally recognized indirect cost rate must be provided. See <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards> for details.

The approved application and budget do hereby become a portion of this contract by reference.

C. DETERMINATION OF ELIGIBILITY

The determination of each individual's eligibility for services is the responsibility of the Contractor in conformance with the criteria defined in the approved proposal and Policy Manual of Senior Resources.

D. UNITS OF SERVICE AND REIMBURSEMENT RATE

1. Definitions

The term "Agency reimbursement rate" is defined as a composite unit cost made up of resources received through Title III of the Older Americans Act of 1965, as amended, and State funds. The term "Maximum reimbursable amount" is defined as the maximum amount that the Contractor can be reimbursed under the Agreement for the applicable service.

The term "other resource amount" is defined as other funding, including, but not limited to, participant contributions, federal, state, foundation, local and private resources, received by the Contractor.

2. Units of Service and Reimbursement

**3,500 units of Therapeutic Activity – Maximum Reimbursable Amount**

The Contractor shall provide for eligible individuals up to, but not exceeding, the maximum number of reimbursable service units at the unit cost rate specified below:

	<u>Rate</u>	<u>Amount</u>
Agency Reimbursement Rate and Amount	\$4.19/unit	\$14,665.00
Other Resource Rate and Amount	\$3.32/unit	\$11,620.00
<b>Totals Rate and Amount</b>	<b>\$7.51/unit</b>	<b>\$26,285.00</b>

A unit of measure for therapeutic activity is one hour.

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

E. SUBCONTRACTS

1. The Contractor must request and obtain prior written approval from Senior Resources before finalizing any subcontract arrangement.
2. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to Senior Resources that the proposed subcontract contains the terms as specified in this contract.

Subcontracting Organization	Address	Description of Services	Performance Period	Payment Terms/Total Value
N/A				

F. SERVICE STANDARDS

Under this Agreement, the Contractor shall comply with the Policies and Application Instructions, federal and state regulations, including, but not limited to Regulations of Connecticut State Agencies Section 17b-423-5, and all applicable written standards issued by the State Department on Aging, and ensure that these standards are met by any approved subcontractor.

G. SERVICE PROVISION & REPORTING

The Contractor shall report in formats and at intervals specified by the Agency on its progress in meeting its targets for services, clients and client contributions, as well as any special conditions identified in this Agreement.

The Contractor shall participate in SAMS or the federal designated NAPIS Management Information System (MIS) program, administered by the State Department on Aging in accordance with the schedule for reporting established by the Agency.

The Contractor shall submit monthly statistical (MIS) and financial reports on or before the 15<sup>th</sup> of each month for the previous month's activity. A financial report comparing the approved budget and the actual budget is due within 45 days following the end of the fiscal year.

All financial, program, and other books, records, documents, and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the U. S. Administration for Community Living, the State Department on Aging, the Agency or their authorized representatives, whose representatives shall at all reasonable times have access to the premises wherein such books, records, documents and property are housed for five (5) years after final payment hereunder.

1. Client-Based Outcomes and Measures

The Contractor shall implement the programs and services to result in the outcome(s) as proposed in the Contractor's application on behalf of Clients.

2. Client Surveys

- a. At least once during each federal fiscal year of the contract period, the Contractor shall administer satisfaction surveys to Clients. It also must measure the impact of the service on the client.
- b. The Contractor shall send a copy of the satisfaction survey tool(s) to Senior Resources.
- c. The Contractor shall report the survey results (including the impact) and plans for program modifications deemed necessary as a result of the surveys annually to Senior Resources

3. Programmatic/Statistical Reporting.

- a. A report evaluating the goals of the program and explaining the ongoing and completed activities of outreach to the chosen target populations is due on or before April 15<sup>th</sup> (mid-year) and on or before October 15<sup>th</sup> (year-end). The Contractor shall, in these reports, justify any variance of more than 20% between actual performance levels and targets.
- b. The Contractor shall submit by the November 1 after the expiration of the contract period a comparison of the budget that has been approved by the Agency versus actual expenditures for the contracted period.

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

H. Program Administration

1. Personnel – The Contractor agrees to develop and maintain policies relative to its personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and be made available to Senior Resources as requested by Senior Resources, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to Senior Resources, if requested, within ten calendar days of receipt of such request.
2. Notification of Changes in Key Personnel – The Contractor shall immediately notify Senior Resources in writing whenever the Contractor intends to make or undergo changes in key personnel, i.e., Chief Executive Officer, Chief Financial Officer, program directors, program coordinators of Senior Resources funded programs, and officers and members of the Contractor's Board of Directors. The Contractor shall also notify Senior Resources of changes

in key program and service personnel of its Subcontractors as applicable to services funded under this Contract.

3. Transport of Clients – In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a Client, the Contractor hereby agrees to the following:
  - a. The Contractor shall require that its employees, subcontracted transportation Contractors, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation (DOT) and the State of Connecticut Department of Motor Vehicles (DMV) that transport, or have the potential to transport, Clients; and
  - b. All vehicles utilized shall be appropriately licensed, certified, permitted, and insured.

#### I. FISCAL PROCEDURES

Financial Management - The Contractor agrees to implement and adhere to sound financial management practices of fund accounting and shall monitor their subcontractors to assure that the subcontractors adhere to financial guidelines as stringent as those required of itself. Funds under this contract will not be used to assist, promote or deter union organizing.

##### 1. General Procedures

This agreement shall apply to those services performed by the Contractor (as specified in this Agreement) that are supported by the Agency Reimbursement and matching funds. In no case shall the Contractor's expenditures pursuant to this agreement exceed the total approved Agency reimbursement costs for each service category as specified in the Agreement without the prior written approval of the Agency.

##### 2. Budget Revisions

The Contractor must receive prior written approval from the Agency for the following types of budget revisions:

- a. modification of reimbursement rates;
- b. the purchase of an item of equipment that was not approved in the original budget;
- c. a transfer involving an increase of an approved line item by more than fifteen percent (15%) of the line item, or \$1,500, whichever is greater; and
- d. any increase in compensation for services under a sub-contract.

Any request to modify reimbursement rates shall be submitted by the Contractor to the Agency no later than June 1 of the involved Agreement year.

The cost is earned only when the cost is accrued, service provided, and other resources have been documented. Receipt of Agency reimbursement funds (either through advance or reimbursement) shall not constitute earning of these funds.



### 3. Accounts

The Contractor shall maintain either a separate bank account or an accounting system that clearly identifies the source and expenditures of Agency reimbursable funds, client contributions and other resources contributed by the Contractor as local share for the project. Disbursements of all Agency reimbursable funds received from the Agency, all client contributions and all other resources contributed by the Contractor shall be reported in accordance with the Contractor Service Invoice. Project accounting records of the Contractor shall be itemized in sufficient detail to show the exact nature of all receipts and disbursements. Verifications of total disbursements must be available to the Agency for audit purposes for a minimum of ninety (90) days after the close of the project year.

### 4. Records Reporting

The Contractor shall establish and maintain such documents and financial and program records as are required by the Agency to insure documentation, monitoring and evaluation of financial activities and the provision of purchased services.

The Contractor shall prepare and submit monthly invoices as specified in the Payment Procedures Section below.

### 5. Payment Procedures

The Contractor shall, within fifteen (15) calendar days following the close of each calendar month of the Agreement, submit a monthly invoice to the Agency on a form provided by the Agency. The invoice will detail the total amount of services provided to eligible participants in each of the approved service categories by the Contractor during said month, list the amount of client contributions received and progress toward an annual contribution goal for the approved service.

Such service invoices shall be compared by the Agency with the monthly output report from SAMS the Management Information System (MIS). Subject to receipt by the Agency of funds from the State Department on Aging and upon receipt and approval of a properly completed invoice and confirmation with MIS output data, the Agency shall make payment to the Contractor. The Agency may adjust any invoice of the Contractor to reflect corrections and/or updated information either before or after payments have been made.

In situations where MIS data does not agree with the Contractor records, the Agency shall process payments based on the MIS data. Should the Contractor dispute the MIS data, it shall have the responsibility to submit necessary substantiation or corrections thereof to the Agency no later than the November 15 after the expiration of the Agreement.

Failure to submit all required reports by the scheduled dates will result in delayed payment.

Subject to receipt of funds from the State Department on Aging the Agency shall process payments within thirty (30) working days of the receipt of the invoices and MIS output reports.

6. Client Contributions

Project income from client contributions is subject to the requirements of Title 45 of the Code of Federal Regulations, Part 74 Administration of Grants. Consistent with those regulations, client contributions received during the contract period that exceed the goal of **\$2,000.00** for the approved service shall be used as follows:

- a. to provide service units over and above the contracted amount during the Agreement period [to be reported consistent with the contract reporting requirements];
- b. to be carried forward to be used for the costs of providing service in a succeeding Agreement period;
- c. to expand the services that are provided to clients in this project; or
- d. to reduce the Agency reimbursable rate.

7. Withholding of Payments and Imposing Financial Penalties

Senior Resources reserves the right to withhold payment for this contract if:

- a. Senior Resources has not received, on a timely basis, acceptable financial reports, programmatic reports, MIS or audits as required for any and all contracts the Contractor has entered into with Senior Resources.
- b. The Contractor uses funds and/or personnel for purposes other than described in the application, or defaults in any of the provisions of this Contract.

8. Financial Penalty

- a. Senior Resources may impose a financial penalty on the Contractor if the Contractor fails to submit timely and accurate reports as specified in the Reporting section of this contract.

9. Unused Funds

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

J. TECHNICAL ASSISTANCE

Senior Resources will make technical assistance available to the Contractor, limited to the extent requested by the Contractor and to the extent of the availability of Senior Resources, in implementing these reporting requirements.

K. Monitoring

The Contractor will be reviewed and evaluated for performance by the Senior Resources designee at least annually. Such reviews and evaluations may be performed by examination of documents and reports, by site visits or by a combination of both.

L. INDEPENDENT AUDIT

The Contractor's financial records shall be audited at least annually by an independent

accountant. The audit shall be performed in accordance with federal and state laws and generally accepted accounting principles. A copy of the audited financial statements including the auditor's comments must be forwarded to the Agency within ninety (90) days of the last day of the preceding fiscal year. Any agency required to obtain a federal or state single audit must include those reports with the regular audit.

Audit Exceptions – In addition to and not in any way in limitation of any other obligation of this Contract, it is understood and agreed by the Contractor that it shall be held liable for any State or Federal audit exceptions and shall return to Senior Resources all payments made pursuant to this Contract to which exception has been taken or which have been disallowed because of such an exception.

#### M. LICENSES

The Contractor shall procure and keep current any license, certification, permit, or accreditation required by local, state or federal statute or regulations and shall, upon the request of the Agency, submit to the Agency proof of any such licensure, certification, permit or accreditation.

#### N. MANDATORY TERMS AND CONDITIONS

##### 1. Identification of Funding Source

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

##### 2. Older Americans Act

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

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

- a. Provide Senior Resources, in a timely manner, statistical and other information which Senior Resources requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State and/or Federal funding sources;
- b. Afford older persons the opportunity to contribute for all or part of the costs of the services;
- c. The Contractor is accountable to Senior Resources for income generated by Title III supported activities. Records of the receipt and disposition of program income must be maintained by the Contractor in the same manner as required for Title III funds that gave rise to the income. Such income is subject to disposition and use at the option of Senior Resources;
- d. Protect the privacy of each older person with respect to his or her contributions;
- e. May not deny any older person a service because the older person will not or cannot contribute to the cost of the service;
- f. Establish appropriate procedures to safeguard and account for all contributions;

- g. With the consent of the older person or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person or the household of the older person in imminent danger;
- h. Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies;
- i. Assist participants in taking advantage of benefits under other programs;
- j. Assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services; and
- k. Assure that the proposed project intends to satisfy the service needs of older persons with severe disabilities; those at risk of institutionalization; those living in rural areas; those that are 100% of federal poverty level or below; those at 101% - 149% of federal poverty level; those with Alzheimer's disease and related disorders; minority and low income minority; and those with limited English proficiency.

## **PART II TERMS AND CONDITIONS**

The Contractor shall comply with the following terms and conditions:

### **A. OTHER AGREEMENTS**

The Contractor agrees that the project will be carried out in accordance with the following acts and regulations:

1. Title III of the Older Americans Act of 1965, as amended;
2. Title IV of the Civil Rights Act of 1964;
3. Americans with Disabilities Act of 1990;
4. Federal Drug-Free Workplace Act of 1988
5. Federal OMB Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
6. Connecticut statutes concerning state grants;
7. Agency policies and procedure;
8. Federal Policy 45 CFR Part 74;
9. Applicable sections of the Connecticut General Statutes Annotated Sections including, but not limited to:
  - a. non-discrimination and affirmative action in contracts of the state, C.G.S.A. Section 4a-60;
  - b. non-discrimination regarding sexual orientation, C.G.S.A. Section 42-60a;
  - c. whistleblower provisions, C.G.S.A. Section 4-61dd;
  - d. non-smoking, C.G.S.A. Section 31-40q
10. Connecticut Public Act 07-1 concerning campaign contribution restrictions; and
11. Applicable Connecticut Executive Orders including, but not limited to:
  - a. No. 3 concerning non-discrimination;
  - b. No. 16 concerning workplace violence prevention policies;
  - c. No. 17 concerning Connecticut State Employment Service listings;
  - d. No. 7c concerning the Contracting Standards Board; and
  - e. No. 14 concerning the procurement of cleaning products and services.

### **B. CLIENT-RELATED SAFEGUARDS**

1. Inspection of Work Performed.
  - a. The Agency or its authorized representative shall at all times have the right to enter into the Contractor or Contractor Parties' premises, or such other places where duties under the Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with Conn. Gen. Stat. § 4e-29 to ensure compliance with this Contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.
  - b. The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

2. Safeguarding Client Information

The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.

3. Reporting of Client Abuse or Neglect

The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).

4. Background Checks

The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. CONTRACTOR OBLIGATIONS

1. Cost Standards

The Contractor and the Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at [http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806)

The Contractor shall not exceed the default 10% cap on administrative costs for federal funding allocated under this contract unless an approved federally recognized indirect cost rate negotiated between the Contractor and the federal government is in place. Documentation of the federally recognized indirect cost rate must be provided.

2. Credits and Rights in Data

Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency. All publications shall contain the following statement: "This

publication does not express the views of Senior Resources Agency on Aging or the State of Connecticut. The views and opinions expressed are those of the authors.” Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.

3. Organizational Information, Conflict of Interest, IRS Form 990

During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency’s request provide copies of the following documents within ten (10) Days after receipt of the request:

- a. its most recent IRS Form 990 submitted to the Internal Revenue Service, and
- b. its most recent Annual Report filed with the Connecticut Secretary of the State’s Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) Days following the termination or cancellation of the Contract.

4. Federal Funds

- a. The Contractor shall comply with requirements relating to the receipt or use of federal funds.
- b. The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
- c. Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

5. Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately

notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

D. AUDIT REQUIREMENTS

1. The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with federal and state single audit standards as applicable.
2. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
3. For purposes of this subsection as it relates to State grants, the word "Contractor" shall be read to mean "non-state entity," as that term is defined in C.G.S. § 4-230.
4. The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

E. RELATED PARTY TRANSACTIONS

The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

1. Real estate sales or leases;
2. Leases for equipment, vehicles or household furnishings;



3. Mortgages, loans and working capital loans; and
4. Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

F. SUSPENSION OR DEBARMENT

In addition to the representations and requirements set forth in Section E:

The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
- b. Within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
- d. Have not within a three-year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- e. Any change in the above status shall be immediately reported to the Agency.

G. LIAISON

Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.

H. SUBCONTRACTS

Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

A subcontract with \_\_\_N/A\_\_\_\_\_ is approved as part of this contract.

1. The Contractor must request and obtain prior written approval from Senior Resources before finalizing any subcontract arrangement.

2. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to Senior Resources that the proposed subcontract contains the terms as specified in this contract.
3. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements, including but not limited to:
  - a. Client-Related Safeguards;
  - b. Federal Funds
  - c. Audit Requirements
  - d. Related Party Transactions
  - e. Suspension or Debarment
  - f. Independent Capacity of Contactor
  - g. Indemnification of the State and Senior Resources
  - h. Insurance
  - i. Compliance with Law and Policy
  - j. Facilities Standards and Licensing
  - k. Representations and Warranties
  - l. Record Keeping and Access
  - m. Protection of Personal Data
  - n. Litigation
  - o. Sovereign Immunity
  - p. Changes To The Contract
  - q. Termination, Cancellation and Expiration
  - r. Contractor Changes and Assignment; and
  - s. Statutory and Regulatory Compliance

The Contractor agrees to be responsible to Senior Resources for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall bear full responsibility, without recourse to Senior Resources, for the subcontractor's performance. The Contractor shall retain Senior Resources' written approval and each subcontract in the contract file.

Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor will be paid or reimbursed by Senior Resources unless Senior Resources, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by Senior Resources. Senior Resources, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.

I. INDEPENDENT CAPACITY OF CONTRACTOR

The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the State of Connecticut or of the Agency.

J. INDEMNIFICATION

1. The Contractor shall indemnify, defend and hold harmless the Agency and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
  - a. claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
  - b. liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the Agency in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
2. The Contractor shall reimburse the Agency for any and all damages to the real or personal property of the Agency caused by the Acts of the Contractor or any Contractor Parties. The Agency shall give the Contractor reasonable notice of any such Claims.
3. The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the Agency is alleged or is found to have contributed to the Acts giving rise to the Claims.
4. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the Agency as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
5. The rights provided in this section for the benefit of the Agency shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

6. This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

K. INSURANCE

Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

1. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
2. Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.
3. Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
4. Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

L. CHOICE OF LAW/CHOICE OF FORUM, SETTLEMENT OF DISPUTES, CLAIMS AGAINST THE STATE

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

2. Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
3. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

**M. COMPLIANCE WITH LAW AND POLICY, FACILITY STANDARDS AND LICENSING**

Contractor shall comply with all:

1. Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to the contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
2. Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

**N. REPRESENTATIONS AND WARRANTIES**

Contractor shall:

1. Perform fully under the Contract;
2. Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
3. Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

**O. REPORTS**

The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

**P. DELINQUENT REPORTS**

The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency

representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

**Q. RECORD KEEPING AND ACCESS**

The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or, where applicable, federal agencies. The Contractor shall retain all such records concerning this Contract for a period of three (3) years after the completion and submission to the Agency of the Contractor's annual financial audit.

**R. PROTECTION OF PERSONAL INFORMATION**

1. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

<http://www.ct.gov/ag/cwp/view.asp?a=2105&q=511090>

2. Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:

- a. A security policy for employees related to the storage, access and transportation of data containing Personal Information;
- b. Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
- c. A process for reviewing policies and security measures at least annually;
- d. Creating secure access controls to Personal Information, including but not limited to passwords; and
- e. Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.

3. The Contractor and Contractor Parties shall notify the Agency and the Department on Aging and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which

Contractor or Contractor Parties possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency, the Department on Aging, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, the Department on Aging, any State of Connecticut entity or any affected individuals.

4. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Personal Information in the same manner as provided for in this Section.
5. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

S. WORKFORCE ANALYSIS

The Contractor shall provide a Workforce Analysis Affirmative Action report related to employment practices and procedures.

T. LITIGATION

1. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
2. The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

U. SOVEREIGN IMMUNITY

The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

V. CHANGES TO THE CONTRACT, TERMINATION, CANCELLATION AND EXPIRATION

1. Contract Amendment

No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties.

The Agency may amend this Contract to reduce the contracted amount of compensation if:

- a. The total amount budgeted by the Agency for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
- b. Federal funding reduction results in reallocation of funds within the Agency.

If the Agency decides to reduce the compensation, the Agency shall send written notice to the Contractor within twenty (20) days of the Contractor's receipt of the Notice. The Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) Days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes

The Contractor shall notify the Agency in writing:

- a. At least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
- b. No later than ten (10) days from the effective date of any change in:
  - i. Its certificate of incorporation or other organizational document;
  - ii. more than a controlling interest in the ownership of the Contractor; or
  - iii. the individual(s) in charge of the performance.

No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating



from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract.

The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request.

The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

### 3. Assignment

The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.

The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.

The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.

The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

### 4. Breach of Contract

- a. If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty-four (24) hours' prior written Notice after the expiration of the cure period.

- b. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
  - i. withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
  - ii. temporarily discontinue all or part of the Services to be provided under the Contract;
  - iii. permanently discontinue part of the Services to be provided under the Contract;
  - iv. assign appropriate Agency personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
  - v. require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
  - vi. take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the Agency or the program(s) provided under this Contract or both; or
  - vii. any combination of the above actions.
- c. The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
- d. In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- e. The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

5. Non-enforcement Not to Constitute Waiver

No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

6. Suspension

If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for

taking such action in writing within five (5) Days of immediate suspension. Within five (5) Days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) Days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) Days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

7. Ending the Contractual Relationship

- a. This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
- b. The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the Agency. The Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
- c. The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Upon receiving the Notice from the Agency, the Contractor shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format.
- d. The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- e. The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or

any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

**W. TRANSITION AFTER TERMINATION OR EXPIRATION OF CONTRACT**

1. If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
2. If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.
3. Reclamation - Senior Resources may reclaim, upon the expiration or termination of this Agreement, the cost of equipment which is in part or fully reimbursed by funds pursuant to this Agreement and which has a useful life of more than one (1) year and a cost in excess of one thousand (\$1,000.00) dollars.

**Part III. Statutory and Regulatory Compliance**

**A. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

1. If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
  
2. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
  - a. The Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
  - b. The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
  - c. The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423)<sup>1</sup>, and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").
  
3. Definitions
  - a. "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include a use or disclosure of Personal Health Information (PHI) that violates the HIPAA Standards.
  - b. "Business Associate" shall mean the Contractor.
  - c. "Covered Entity" shall mean the Agency named on page 1 of this Contract.
  - d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
  - e. "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
  - f. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - g. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
  - h. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or

received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
  - j. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
  - k. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
  - l. "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
  - m. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
  - n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
  - o. "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
4. Obligations and Activities of Business Associates.
- a. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - b. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.
  - c. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - d. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
  - e. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
  - f. Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
  - g. Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged

- by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- h. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
  - i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards..
  - j. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
  - k. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
  - l. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
  - m. In the event that an individual request that the Business Associate
    - i. restrict disclosures of PHI;
    - ii. provide an accounting of disclosures of the individual's PHI;
    - iii. provide a copy of the individual's PHI in an electronic health record; or
    - iv. amend PHI in the individual's designated record set,the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.
  - n. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
    - i. the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
    - ii. the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

5. Obligations in the Event of a Breach.
  - a. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
  - b. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
  - c. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    - i. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
    - ii. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
    - iii. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
    - iv. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
    - v. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.



- vi. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment to determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- vii. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- viii. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- ix. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

6. Permitted Uses and Disclosure by Business Associate.

- a. General Use and Disclosure Provisions except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- b. Specific Use and Disclosure Provisions
  - i. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
  - ii. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- iii. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

7. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

8. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

9. Term and Termination.

a. Term.

The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

b. Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if
  - a. Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
  - b. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
  - c. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.

- i. Upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide

the information collected to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

10. Miscellaneous Sections.

- a. Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- d. Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- e. Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- f. Disclaimer.
  - i. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by
  - ii. Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- g. Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments,

penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

**B. AMERICANS WITH DISABILITIES ACT**

The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the Act. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

**C. UTILIZATION OF MINORITY BUSINESS ENTERPRISES**

The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.

**D. PRIORITY HIRING**

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

**E. NON-DISCRIMINATION**

1. For purposes of this Section, the following terms are defined as follows:
  - a. "Commission" means the Commission on Human Rights and Opportunities;
  - b. "Contract" and "contract" include any extension or modification of the Contract or contract;
  - c. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - d. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related

identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- e. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  - f. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
  - g. "Marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
  - h. "Mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
  - i. "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
  - j. "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
2. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
3. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to

insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; and

- a. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
  - b. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - c. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
  - d. the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
4. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
  5. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
  6. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission,

the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

7. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
8. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated without regard to their sexual orientation;
9. The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
10. the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
  - a. the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
  - b. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

#### F. FREEDOM OF INFORMATION

1. Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of

the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).

2. Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. §§ 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

#### G. WHISTLEBLOWING

This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

#### H. CAMPAIGN CONTRIBUTION RESTRICTIONS

For all State funds as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 10 reproduced below:

[http://www.ct.gov/seec/lib/seec/forms/contractor\\_reporting/\\_seec\\_form\\_10\\_final.pdf](http://www.ct.gov/seec/lib/seec/forms/contractor_reporting/_seec_form_10_final.pdf)

#### I. CONSISTENT COMMITMENTS OR OBLIGATIONS

The Contractor further certifies that it has no commitments or obligations that are inconsistent with compliance of these and any other pertinent federal regulations and policies, and that any other agency, organization or party that participates in this project shall have no such commitments or obligations.

#### J. OPERATION OF THE PROJECT

Where subcontracts are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III, the Contractor retains full and



complete responsibility for the operation of the project in keeping with the policies and procedures established by the Agency for the project. The Contractor shall be held accountable by the Agency for all project expenditures, and shall ensure that all expenditures incurred by the subcontracting agency will be in accordance with the cost policies and procedures established by the Agency, in keeping with the guidelines of the U. S. Administration for Community Living. Copies of the proposed subcontracts shall be submitted to the Agency for review upon request.

K. EQUIPMENT INVENTORY

The Contractor agrees to maintain and update an inventory of all equipment purchased with program funds and to submit same to the Agency in such format and at such intervals as specified by the Agency.

L. FURTHER AGREEMENTS

The Contractor further agrees:

1. To cooperate with the Agency in its efforts to develop a comprehensive and coordinated system of services for the elderly, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
2. To provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project.
3. To create paid and volunteer opportunities for qualified older persons with the project.
4. To cooperate and assist in efforts undertaken by the Agency, the State Department on Aging, the U. S. Administration for Community Living, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.
5. That assessment by the Agency and the State will occur periodically in the form of review of accounting systems, site visits, program output evaluations, and through other methods. The Contractor agrees to cooperate with Agency staff conducting assessments and submit all information as required.
6. To submit any and all additional required reports as mandated by the Agency, the State Department on Aging or the U. S. Administration for Community Living (for example, Section 504 Handicap Accessibility Survey, Non-Title III Social Service Program information, and other related items) shall be submitted by the Contractor as requested.

M. NOTICE

All notices required or permitted to be given pursuant to this Agreement shall be given in writing, shall be transmitted by personal delivery, by overnight courier, by registered or certified mail, by tele copier or by other electronic means with confirming receipt of delivery, and shall be addressed as follows:

If to Agency:

Senior Resources Agency on Aging

19 Ohio Avenue Suite 2

Norwich, CT 06360

Attn: Joan Wessell

Fax: 860-886-4736

Email: jcwessell@seniorresourcesec.org

If to Provider:

Colchester Senior Center

95 Norwich Avenue

Colchester, CT 06415

Attn: Patricia Watts

Fax: 860-537-5574

Email: pwatts@colchesterct.gov

A party may designate a new address to which notices required or permitted to be given pursuant to this Agreement shall thereafter be transmitted by giving written notice to that effect to the other party. Each notice transmitted shall be deemed to have been given, received and become effective for all purposes at the time it shall have been 1) delivered to the addressee as indicated by the return receipt (if delivered by mail), the statement of the messenger (if delivered by overnight courier or other personal delivery), the fax or other electronic receipt or the recipient's answer or return call; or 2) presented for delivery to the addressee as so indicated during normal business hours, if such delivery shall have been refused for any reason.

N. INTEGRATION

All attachments to this Agreement are deemed to be part of this agreement. The entire agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter contained herein.

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

Senior Resources Agency on Aging \_\_\_\_\_  
AGENCY ON AGING

Colchester Senior Center \_\_\_\_\_  
PROVIDER NAME

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

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

Executive Director \_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

7/9/2018 \_\_\_\_\_  
DATE OF SIGNATURE

\_\_\_\_\_  
DATE OF SIGNATURE

EASTERN CONNECTICUT AREA AGENCY ON AGING (dba SENIOR RESOURCES AGENCY ON AGING)  
 19 Ohio Avenue Suite 2, Norwich, CT 06360

**NOTIFICATION OF AWARD**

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

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

**This award is for a maximum of: 3,500 units of therapeutic activity at \$4.19 per unit.**

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

2. FUNDING LEVELS

Total Program Cost:	\$29,069.00	
Client Donations:	\$2,000.00	
Other Cash:	\$800.00	
<b>NET COST:</b>	<b>\$26,269.00</b>	<b>100%</b>
Less Match		
Non-Federal Cash:	\$10,392.00	39.56%
Non-Federal In Kind:	\$1,212.00	4.61%
<b>TITLE III</b>	<b>\$14,665.00</b>	<b>55.83%</b>

3. PROJECT NUMBER: **F-19-3**

4. Service Category: Health  
 Service: Therapeutic Activity

5. PROJECT PERIOD: **10/1/18 - 9/30/19**

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

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

8. FEDERAL FISCAL YEAR: 2019

9. YEARS OF OPERATION: 9

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

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

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

Signature of Authorizing Official:  Date: 7/9/2018

## **Youth Services Advisory Board - 7 members or more, 3 year t**

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Expiration Date</i>
Chair	Kathy Wonderly	U	12/1/2020
Vice Chair	Lorraine Marvin	U	12/1/2019
Member	Pamela Scheibelein	R	12/1/2019
Member	Linda Bromley	D	12/1/2018
Member	Josh Vinoski	D	12/1/2019
Member	Rob Suchecki	D	12/1/2018
Member	Heide Perham	D	12/1/2020
Member	Christos Stravoravdis	D	12/1/2019
Member			12/1/2021

### **Non Voting Members**

Christine Miskell	SERAC
Chris Bennett	WJIMS - Principal
Lily Wonderly	Student - BA

## **Youth Services Advisory Board**

6/22/2018

To whom it may concern;

As of July 1, 2018 I resign as a member of the Ethics Commission for the Town of Colchester.

Thank you,

A handwritten signature in black ink that reads "Dan Henderson". The signature is written in a cursive style with a long horizontal line extending to the right.

Dan Henderson

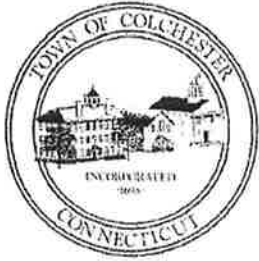
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Dan Henderson  
ETHICS COMMISSION

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

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Expiration Date</i>
Chair	VACANT		5/30/2020
Member	Ursula Tschinkel	R	11/1/2020
Member	Betty Wagner	R	10/13/2019
Member	VACANT		11/1/2018
Member	VACANT		11/1/2018

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**Ethics Commission**



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: June 28, 2018

## BOARDS & COMMISSIONS APPLICATION

Name: Taras Rudko

Address: 7 Farm Gate Rd Colchester, CT. 06415

Home Phone: (860) 267-8570 Email trudko@rudko.com FAX: N/A

Cell Phone: (860) 705-3070 Town Residency 30 Years

Party Affiliation:  Democrat  Republican  Unaffiliated (check one)

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

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

High School: St. Bernard's, Uncasville CT, 4 Years, Graduate

College: Northeastern University, Boston MA, 3 Years - International Business, Did Not Graduate

Harvard University, Cambridge MA, Summer Program - Eastern European History/PolySci

UCONN, Storrs CT, 3 Years - Human Interaction Through Emerging Technologies, Graduate

Trade, Business N/A

Or Correspondence

School N/A

CONTINUED ON REVERSE SIDE

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

5 Years, Hewlett-Packard Enterprises, Solution Architect, Current  
1 Year, Self-Employed, Independent Consultant, Contract Term  
3 Years, AMRCON, Chief Information Officer, Unwilling to Relocate  
4 Years, Vantage Enterprises, Chief Technology Officer, Opportunity Pursuit  
4 Years, Open Solutions Inc., Manager, Opportunity Pursuit

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 serving the committee to bring insight and experiences to relevant town issues in an attempt to thwart local challenges from becoming costly legal issues and/or tarnishing the good name of our town.

Do you have any experience or familiarity with this area? Throughout my 25 years of professional experiences I have dealt with many complex situations that have required mediation and arbitration. I have also been required to understand complex regulations (NCUA, FDIC, FINRA, ETC...) and apply remediation to situations on the behalf of clients. In most, if not all, my positions have required me to complete formal training on a yearly basis with regard to ethics.

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

Which ones? Not at this time

Date: June 28, 2018

Signature: 





# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: July 5, 2018

## BOARDS & COMMISSIONS APPLICATION

Name: John F. Malsbenden

Address: 156 Christy Lane Colchester, CT. 06415

Home Phone: (860) 537-4032 Email malsbenden@sbcglobal.net FAX: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Town Residency \_\_\_\_\_ Years

Party Affiliation:  Democrat  Republican  Unaffiliated (check one)

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

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

High School: Portsmouth, NH. High School 1957

College: Keene State College - B. Ed 1961

" " " M. Ed 1964

Wesleyan University C. AS 1940

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

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

Colechester Bd of Ed 1961-1997  
AFT-CT - Ex VP 1982-3

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

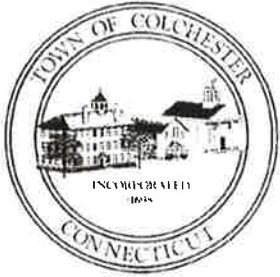
Why are you interested in serving? services to town

Do you have any experience or familiarity with this area? yes

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

Date: 7/5/18

Signature: John F. Walshander



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 7.9.2018

## BOARDS & COMMISSIONS APPLICATION

Name: Teresa A. Pineau

Address: 234 Waterhole Rd. Colchester, CT. 06415

Home Phone: 860-365-5401 Email tessrn1@gmail.com FAX: \_\_\_\_\_

Cell Phone: 203-232-8850 <sup>Call</sup> cell phone / ST Town Residency 4 Years

Party Affiliation:  Democrat  Republican  Unaffiliated (check one)

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

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

High School: Sacred Heart HS, Waterbury  
4 years- college prep courses  
graduated in 1986

College: Norwalk Community College  
2 years - Nursing (Associates Degree)  
graduated in 2009

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

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

St. Mary's Hospital, Ledy. 1987-2004 - CNA - left to attend <sup>Nursing</sup> School  
Hospital of St. Raphael, New Haven 2007-2009 Student nurse tech - temporary  
Hospital of St. Raphael, New Haven 2009-2011, RN, operating room - <sup>year</sup> merger  
St. Mary's Hospital 2011-2013, RN, operating room - left for better opportunity  
Middlesex Hospital 2013 to current, RN, operating room

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 would like to do more for our community & serve our town.

I have an interest in ethics

Do you have any experience or familiarity with this area? as an RN, I face ethics issues all the time.

I've been in healthcare for over 30 years & ethics is one of my areas of interest; I believe I am an ethical person.

I serve on the Middlesex Hospital Ethics Committee & would like to share my knowledge as well as learn more.

I took an ethics course in college

If you are not appointed to this board or commission, would you be interested in other forms of public service? no

Which ones? \_\_\_\_\_

Date: 7.9.2018

Signature: Teresa C. Perreca, RN

July 16, 2018

Steven A. Schuster  
386 Westchester Road  
Colchester, CT 06415-2426

Gayle Furman, Town Clerk  
Town of Colchester, CT  
127 Norwich Ave.  
Colchester, CT 06415

Dear Gayle:

Please accept my immediate resignation from the Colchester Fair Rent Commission effective this date, July 16, 2018.

Sincerely,



Steven A. Schuster

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2018 JUL 16 AM 10:21  
Gayle Furman  
TOWN CLERK



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes  
Regular Meeting Minutes  
Thursday, June 21, 2018  
Colchester Town Hall @ 7pm

**MEMBERS PRESENT:** First Selectman Art Shilosky, Selectman Stan Soby, Selectman Denise Mizla and Selectman Jim Ford

**MEMBERS ABSENT:** Selectman Rosemary Coyle

**OTHERS PRESENT:** Registrar D Mrowka, BOF A Migliaccio, C Bourque, L Curtis, K Kosiba and Clerk T Dean

**1. Call to Order**

A Shilosky called the meeting to order at 7:00 pm.

**2. Additions to the Agenda**

A Shilosky asked to add #6 Transfer, renumber remaining items.

S Soby moved to add the agenda item as presented, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

**3. Citizen's Comments** – L Curtis stated the reason the Land Trust is in favor and promoting the concept of agenda item #8- Colchester-Right to Farm Community' signage.

**4. Consent Agenda**

a. Approve deletion of ordinances 11, 18-9, 21, 49, 67, 72, 90, 120-1, to go to Public Hearing.

S Soby moved to approve the consent agenda, seconded by J Ford. Unanimously approved. MOTION CARRIED

**5. Boards and Commissions – Interviews and/or Possible Appointments**

a. **Ethics Commission & Youth Services Advisory Board – Dean Dest to be interviewed** – was interviewed

b. **Ethics Commission – Betty Wagner possible appointment as a member to expire 10/13/2019**

S Soby moved to appoint Betty Wagner to the Ethics Commission as a member to expire 10/13/2019, seconded by J Ford. Unanimously approved, with one abstention by D Mizla. MOTION CARRIED.

c. **Conservation Commission – Seth Travis possible appointment as a member to expire 10/31/2019**

J Ford moved to appoint Seth Travis to the Conservation Commission as a member to expire 10/31/2019, seconded by S Soby. Unanimously approved, with one abstention by D Mizla. MOTION CARRIED.

**6. Transfer**

S Soby moved to approve the request of transfer from 11801-44208 IT Professional Services to 18501-50500 Transfer to Capital Technology in the amount \$15,000, seconded by J Ford. Unanimously approved. MOTION CARRIED

**7. Approve Minutes of the June 7, 2018 Regular Board of Selectmen Meeting**

S Soby asked for correction – 5.1. last sentence in paragraph 2, correct 'case' to 'cast' to read, S Soby stated the quote "let he who is without sin cast the first stone"

S Soby moved to approve the minutes of the June 7, 2018 Regular Board of Selectmen meeting as amended, seconded by J Ford. Unanimously approved, with one abstention by D Mizla. MOTION CARRIED

**8. Discussion and Possible Action on Agriculture Commission 'Colchester-Right to Farm Community' Signage Proposal**

Chris Bourque, Chairman of the Agriculture Commission, stated that Colchester adopted the Right to Farm ordinance, and they would like to educate the community on what that means. Signs would be funded by the Land Trust. The BOS would need to adopt before proposing to the state for signage on state roadways. The caveat to the proposed plan would be the signage on the winery posts – per state statute and DOT, additional signs are not allowed on these posts. Would also like to add this signage to the current Town Hall signs for Heart Healthy and Natural Habitat.

S Soby stated he loves the concept but has the concern of how would this get coordinated. P&Z is currently trying to improve sign regulations. How would the commission coordinate this message into an informative, uniform way that provides information but would not add to the visual clutter. Suggests a combined effort with EDC, Land Trust and

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TOWN OF COLCHESTER

Agriculture commission to get an organized picture of the plan. The Board indicated they would need to start the process, and gain approval with the P&Z Dept.  
TABLED

**9. Review and Discussion on Town Ordinance Potential Revisions**

Board agreed that they needed more information on #6, A Shilosky will review with Sgt. Martinez. More information needed on #120-6,9,11, A Shilosky will review with Public Works Director. #1 – recommended revision "Whenever such additions, deletions, amendments or supplements to the Code shall be enacted or adopted, they shall thereafter be printed and, as provided hereunder, inserted in the loose leaf book containing said Code, ***maintained in both print and electronic format***, as amendments and supplements thereto. #81, revise based on Library Directors recommended change in memo. Delete #77 and #136 delete based on recommendation of Town Planner, Senior Services Director and Housing Authority Agent. Next meeting consent agenda #77, 136, 1, 81. Then add to list to go to Public hearing and town meeting.

**10. Citizen's Comments – none**

**11. First Selectman's Report**

A Shilosky stated the BOF member, Thomas Kane, has resigned Wed. 6/20. Will go through the normal process of replacing. Fire Department union contract is tentatively agreed upon. Two officers will be retiring in June 2019, along with Sgt. Martinez also retiring in 2019. Cancelling July 5, 2018 meeting.

**12. Liaison Reports**

S Soby reported on Planning & Zoning – focused on application for zoning change, denied based on information provided. Marijuana production or dispensing facilities regulations has been postponed for 18 months so that town staff can do sufficient research. Discussion around limitations on locations where sale of guns can occur with respect to education facilities still under discussion. Signage regulations discussed regarding businesses, and how the town can do more with permanent signage to reduce temporary signage clutter. Discussed signage not being removed after event date has occurred causing more visual clutter.

Opengov subcommittee – met with CFO to help frame policy in terms of accounts, levels and different users. Very good discussion and came up with a framework that will provide a good amount of information.

**13. Adjourn**

S Soby moved to adjourn at 7:50 p.m., seconded by D Mizla. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Tricia Dean, Clerk

## Network Upgrade Project 2018

Quote #002569 v2

Prepared For:  
**Town of Colchester**  
 Art Shilosky  
 127 Norwich Avenue  
 Colchester, CT 06415

Prepared By:  
**Novus Insight, Inc**  
 Carl Fazzina  
 222 Pitkin Street Suite 101  
 East Hartford, CT 06108

Date Issued:  
**06.18.2018**  
 Expires:  
**07.21.2018**

P: (860) 537-7200  
 E: tdean@colchesterct.gov

P: (860) 282 - 4943  
 E: cfazzina@novusinsight.com

### Executive Summary

The services consist of a number of technical network tasks like organizing the Town of Colchesters network closet, removing unused equipment, reconfiguring VPNs to concentrate them through a single device, installing new firewalls at the primary location as well as satellite locations, configuring the CEN (fiber) connection, reconfiguring DHCP, configuring VLANs where needed, and reconfiguring end user equipment (printers, computers) as needed.

Novus will begin by documenting everything in its current state. Once the equipment arrives, we will bench-configure it in order to reduce the duration of our onsite installation window. Installation of equipment will take place off hours on a day/time that we mutually agree upon. Our recommendation is scheduling this work on a week where the town won't be running payroll. Following the installation, Novus will be on site to troubleshoot any issues and reconfigure systems that can't be configured ahead of time.

Novus will ensure that the project has been thoroughly documented, fully updated, and optimally operating.

This proposal does not address server infrastructure. The project will be performed as a Time & Materials project.

Infrastructure Consulting		Price
Network Projects	<b>Project to document, configure, and deploy network infrastructure.</b> 120 Hours Tier III (\$165.00/hour), Time & Materials Project	\$18,150.00
CTIERIII17	<b>Initial systems documentation.</b>	
CTIERIII17	<b>Procurement</b>	
CTIERIII17	<b>Bench configuration</b>	
CTIERIII17	<b>Installation</b>	
CTIERIII17	<b>Post project documentation</b>	
CTIERIII17	<b>Cleanup / reconfiguration</b>	
See Appendix B for more information on Infrastructure Consulting services.		
This agreement will be active from the date of client execution and continue for 6 months.		
Subtotal		<b>\$18,150.00</b>

Hardware & Software		Price
J9772A#ABA	<b>POE Switches, HP Aruba 2530 48G POE (QTY 5)</b> Managed - 48 x 10/100/1000 (PoE+) + 4 x Gigabit SFP - desktop, rack-mountable, wall-mountable - PoE+	\$10,000.00
C6PATCH6BL	<b>6 ft Cat 5e patch cables (QTY 20)</b> StarTech.com 6 ft Blue Cat6 / Cat 6 Molded Patch Cable 6ft Patch cable - RJ-45 (M) to RJ-45 (M) - 6 ft - UTP - CAT 6 - molded - blue - for P/N: ST2000SPEXI, USB31000SPTB	\$100.00



Hardware & Software		Price
01-SSC1988	<b>Firewall, SonicWall NSA 2650 with TotalSecure (QTY 1)</b> Security appliance - with 1 year SonicWALL Advanced Gateway Security Suite - GigE, 2.5 GigE - 1U - rack-mountable	\$3,500.00
01-SSC0215	<b>Remote Firewalls, SonicWall TZ300 (QTY 3)</b> w 01-SSC0614 extended service agreement - replacement - 1 year - shipment - 8x5 - response time: next day - for SonicWALL TZ300	\$1,500.00
01-SSC0614	<b>Support Remote Firewalls, SonicWall TZ300 (QTY 3)</b> w 01-SSC0614 extended service agreement - replacement - 1 year - shipment - 8x5 - response time: next day - for SonicWALL TZ300	\$750.00

See Appendix B for more information on Infrastructure Consulting services.

This agreement will be active from the date of client execution and continue for 6 months.

Subtotal	<b>\$15,850.00</b>
----------	--------------------

Summary of Recurring Monthly Fees	Amount
<b>One Time Group: One Time Standard Term</b>	
<b>Total of Payments</b>	<b>\$34,000.00</b>

Payment is due 30 days from invoice. Invoices for services will be submitted on a monthly basis.

Quote Summary	Total Amount
Infrastructure Consulting	\$18,150.00
Hardware & Software	\$15,850.00
<b>Total:</b>	<b>\$34,000.00</b>

Taxes, shipping, handling and other fees may apply. The full terms and conditions can be found at <https://novusinsight.com/master-services-terms-conditions/>. This proposal expires in 45 days from creation.

### Acceptance

**Novus Insight, Inc**

**Town of Colchester**



Daniel Salazar

Signature / Name

06/18/2018

Date

Signature / Name

Initials

Date

## Appendix A - Rate Structure

### Service Consultant Tiers and Standard Rates:

There are 4 Tiers of IT staff selected based on the client's requirements in support of any project.

Tier I staff handle desktop support, workstation installations, workstation software patches, workstation security updates, user password resets, printing issues, and day-to-day issues confronting most users in your organization.

Tier II staff manage smaller networks, perform basic server migrations, and handle technical projects that can impact many users, such as wireless controller configurations. In addition, they can manage and maintain more complex networks that Tier III consultants have deployed.

Tier III staff focus on strategic technology issues and specialized technology deployments. Examples of Tier III projects include virtualizing servers, virtualizing the desktop environment, and assessing the security profile of a network. Non-technical examples of Tier III include strategic technology planning and consulting.

Senior Advisors are responsible for strategic consulting at the intersections of process, technology, strategy, and mission. They do not work directly with technology, rather help lead technology strategy.

Emergency Support/Special Rates services apply to emergency and/or planned projects and activities performed outside normal support hours, detailed in Appendix D. Emergency support will have a 4-hour response time to begin diagnosis or initiate service.

**Tier I**                    **\$85/hr.**

**Tier II**                    **\$135/hr.**

**Tier III**                   **\$165/hr.**

**Senior Advisor**       **\$195/hr.**

**Emergency Rates/Special Rates** are as follows;

**Tier I**                    **\$130/hr.**

**Tier II**                    **\$202/hr.**

**Tier III**                   **\$250/hr.**

**Senior Advisor**       **Not Available**

## Appendix B - Infrastructure Consulting Details

### Consulting time with a Tier III level staff resource.

Tier III staff focus on strategic technology issues and specialized technology deployments. Examples of Tier III are projects involving virtualizing servers, virtualizing the desktop environment, and assessing the security profile of a network. Non-technical examples of Tier III include strategic technology planning and consulting.

### Time & Materials Project.

These consulting services are offered as a Time & Materials project. The fee is determined based on the estimated labor, travel, and expenses related to the performance of the tasks detailed in this proposal. Given the unknowns within the project, the final costs may vary from the estimates detailed in this proposal. The client will be billed the actual time, travel, and expenses related to the project.

Agreement by and between  
the  
Northeastern Connecticut Council of Governments  
and the  
**Town of Colchester**  
Regarding

**Animal Services**

**July 1, 2018 – June 30, 2019**

This agreement, by and between the **Northeastern Connecticut Council of Governments** (hereinafter referred to as "**NECCOG**"), representing the towns of Ashford, Brooklyn, Canterbury, Chaplin, Eastford, Hampton, Killingly, Plainfield, Pomfret, Putnam, Scotland, Sterling, Thompson, Union, Voluntown and Woodstock and the **Town of Colchester** (hereinafter referred to as "**Town**"), covers the provision of animal services as detailed in the following agreement for the period beginning July 1, 2018 and concluding on June 30, 2019.

**Section 1 Designation of Animal Control Agent**

The Northeastern Connecticut Council of Governments (NECCOG) is hereby designated, pursuant to Connecticut State Statute, as the appointed agent of the Town of Colchester to enforce all regulations relating to animal control. NECCOG shall follow the provisions of the applicable laws and regulations, as they may be amended, in the provision of such animal control services and in provisions of all other services set forth herein.

**Section 2 Services-General**

As part of its duties as the designated Animal Control Agent of the Town, NECCOG shall provide the following general administrative and support services:

- A. NECCOG shall employ, train, and supervise all necessary personnel to perform the services required by this Agreement.
- B. NECCOG shall maintain an Animal Control Office at 125 Putnam Pike, Dayville, Connecticut. Such office shall be open to the public from 9:00 a.m. to 2:00 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday, except for legal holidays. NECCOG shall provide on-call emergency service 24 hours per day, seven days per week, throughout the term of this Agreement. The field services provided by NECCOG under this Agreement shall include but are not limited to the following:

- i. Handling of dead, confined, stray, at large, nuisance, sick, injured, or vicious domestic

- animals;
- ii. Investigation and enforcement of any cruelty, abandonment, or protective custody cases in the Town;
  - iii. Provision of veterinary care on an emergency basis for domestic animals;
  - iv. Handling of neighborhood disputes involving domestic animal complaints; and
  - v. Investigation of all reported bites, quarantine of biting domestic animals pursuant to State guidelines; and performing such duties as are necessary on a live biting domestic animal or its carcass, necessary to prepare and deliver it for rabies testing.
- C. NECCOG shall cooperate with other agencies in delivering domestic animal services to the Town. It is recognized that other agencies, such as the Connecticut Department of Agriculture, the Connecticut Humane Society, the Northeast District Department of Health, and State Police, also have animal control and welfare responsibilities and interests. The Animal Services Program shall be cognizant of such overlapping jurisdiction, shall avoid duplication of services, and where appropriate, shall provide for coordination, referral and assistance to and among such agencies.
  - D. NECCOG shall train its employees concerning all applicable State and Town regulations concerning animal control as well as in regard to the rules, of evidence, rules concerning search and seizure, and in techniques for dealing competently, courteously, and firmly with the general public and with the animals in the Region's control.
  - E. NECCOG shall provide such facilities, equipment, and inventory of supplies as are necessary to fully provide the services required herein. NECCOG shall maintain all field equipment necessary for its animal control functions in good repair and maintain all current licenses and registrations required by State law.
  - F. NECCOG shall outfit its field personnel in neat, standardized uniforms which clearly identify such personnel and the NECCOG Animal Control Program.
  - G. NECCOG shall respond to individual citizen requests for information concerning animal control and animal welfare and shall make its staff available for public speaking events at community meetings, organizations, public hearings, schools, and to the media. NECCOG shall further provide visual aids in the form of brochures, handouts, and other appropriate materials.
  - H. NECCOG staff shall appear in Court in connection with any criminal enforcement or civil hearing, and for all other hearings on animal control matters, upon notification thereof by the Town.

### **Section 3 Consideration**

- A. In consideration for NECCOG's performance of the duties listed herein, the Town will pay NECCOG an amount based on the most recent population of the Town as determined by

the Connecticut Department of Public Health 16,061 (2016) multiplied by Three Dollars and fifteen cents (\$3.15) per capita per year equals \$50,592.

- B. NECCOG shall be entitled to retain fees generated by the program which are not earmarked to the State.
- C. Additionally, if there is a confiscation of animals that require special housing (for example livestock, horses, etc.) or are in large quantities that require other than ordinary veterinarian care - costs for such services (which will be discussed and agreed in advance prior to the incurring such costs) will be bourn by the Town.

#### **Section 4 Accountability**

- A. NECCOG shall provide the Town with quarterly reports concerning NECCOG's performance under this Agreement; such reports to, at minimum, reflect the following information:
  - i. The number of animals sheltered;
  - ii. The number of adoptions;
  - iii. The number of individuals receiving Notices of Violation/abatelements; and,
  - iv. The number of investigations.

#### **Section 5 Disposition of Assets/Equipment Upon Termination/ Expiration**

Upon the expiration or termination of this Agreement, NECCOG shall retain the vehicles, equipment, and other capital items used to provide the services set out herein. In the event that the Towns involved in the Regional Animal Control Program shall discontinue its animal control activities at the time this Agreement expires or is terminated, each participating Town shall have the first option to purchase such vehicles, equipment and other capital items at their fair market value, and shall also have first option to purchase at fair market value such other of the NECCOG Animal Control Program capital assets as the Town desires.

#### **Section 3 Agreement**

- A. This agreement may be amended in whole or in part by mutual agreement by NECCOG and TOWN.
- B. It is the intention of the parties that the relationship of NECCOG to TOWN in the course of the performance of its duties pursuant hereto is that of an independent Contractor. Nothing contained in this Agreement shall be construed to constitute NECCOG as a partner, joint venture, agent or employee of TOWN. NECCOG, as an independent Contractor, shall be solely responsible for the hiring, discipline and management of NECCOG employees, and all costs and expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. NECCOG and TOWN shall not be construed

as joint ventures or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Agreement.

- C. If, at any time during the term of the Agreement, NECCOG, in the reasonable discretion of TOWN: (a) has failed materially to provide services required in accordance with this Agreement; (b) has become insolvent; (c) abandons the work; (d) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; or (e) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, TOWN shall have the right to terminate the Agreement upon written notice to NECCOG.
- D. In the event of termination by TOWN, TOWN's payment obligation shall cease as of the final date on which services in accordance with this Agreement are last performed by NECCOG.
- E. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed.
- F. No part of this Agreement nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of TOWN. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by TOWN as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized by TOWN. This Agreement shall be binding upon and inure to the benefit of NECCOG and TOWN and their respective permitted successors and assigns.
- G. The invalidity or un-enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- H. This Agreement shall be governed, construed and enforced in accordance with, the laws of the State of Connecticut, without regard to its conflicts of laws principles.
- I. NECCOG agrees to indemnify and hold harmless the Town of Brooklyn and all of their respective employees, volunteers and agents from (i) any and all claims or losses arising from the negligent or intentional misconduct or failure of performance under this Agreement, except those claims or losses arising from the negligent or intentional misconduct of the Town of Brooklyn or one of their respective employees, volunteers and agents or (ii) a breach of any representation and warranty of NECCOG in this Contract. NECCOG further agrees to indemnify and hold harmless the Town of Brooklyn and all of their respective employees, volunteers and agents from any and all claims or losses alleged by any NECCOG employee against the Town of Brooklyn and all of their respective employees, volunteers and agents, except those claims or losses arising from the negligent or intentional misconduct of the Town of Brooklyn or one of their respective employees, volunteers and agents.

- J. This Agreement contains the entire understanding of the parties and supersedes and replaces any and all previous understandings, written or oral, regarding the subject matter of this Agreement. This Agreement may not be changed, except in an amendment signed by both parties.
- K. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**Northeastern Connecticut  
Council of Governments**

  
\_\_\_\_\_  
John Filchak, Executive Director

Date: 6/21/18

**Town of Colchester**

\_\_\_\_\_  
Art Shilosky, First Selectman

Date: \_\_\_\_\_

Witness:

  
\_\_\_\_\_

Date: 6/21/18

Witness:

\_\_\_\_\_

Date: \_\_\_\_\_

## LEASE

This LEASE is entered into as of July \_\_, 2018 by and between the TRUSTEES AND PROPRIETORS OF BACON ACADEMY, INC., a Connecticut non-stock corporation with an address of P.O. Box 67, Colchester, Connecticut 06415 (“Landlord”), and the TOWN OF COLCHESTER, a Connecticut municipal corporation with a place of business at 127 Norwich Avenue, Colchester, Connecticut 06415 (“Tenant”).

### WITNESSETH:

WHEREAS, Landlord is the owner of a portion of a property known as the Town Green in the Town of Colchester (“Landlord’s Portion”), which Landlord’s Portion is described in Volume 19, Page 45 of the Colchester Land Records; and

WHEREAS, Landlord’s Portion of the Town Green is bordered by Norwich Avenue, Main Street, Hayward Avenue and northerly by land of Tenant; and

WHEREAS, Landlord has allowed Tenant to use Landlord’s Portion over the years for concerts, fairs, and many other uses customarily associated with a town green (“Town Green Uses”); and

WHEREAS, Landlord and Tenant desire to continue Tenant’s use of Landlord’s Portion for the Town Green Uses on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Lease. Landlord hereby leases to Tenant, and Tenant hereby accepts this Lease, of the Landlord’s Portion on the terms and conditions set forth in this Lease.
2. Use. Tenant shall use the Landlord’s Portion for the Town Green Uses.
3. Term. This Lease is for a twenty-five (25) year term commencing as of the date hereof and expiring on July \_\_, 2143 (“Initial Term”). There shall be three (3) consecutive automatic twenty-five (25)-year renewal terms (“Renewal Terms”) provided neither party notifies the other party of such party’s intention to terminate this Lease, with such termination to be effective at the expiration of the then-applicable term. Such notice to terminate shall be in writing and given no later than one (1) year prior to the expiration of the then-applicable term.
4. Rent. Rent for the Initial Term shall be One Dollar and 00/100 (\$1.00), receipt of which is hereby acknowledged by Landlord. Rent for each of the Renewal Terms shall be One Dollar and 00/100 (\$1.00).
5. Indemnity. Landlord shall not be liable for, and Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, actions, liabilities, losses,



damages and expenses (including reasonable attorneys' fees of Landlord for its defense) arising from (i) the entry upon, use and occupancy of the Landlord's Portion by Tenant or any licensee, invitee or member of the public for a Town Green Use, (ii) the negligence or wrongful misconduct of Tenant or that of any employee, or agent of Tenant, and (iii) Tenant's breach of this Lease. In case any action or proceeding is brought against Landlord for which Tenant is obligated to indemnify Landlord hereunder, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

6. Maintenance. Tenant, at Tenant's expense, shall be responsible for all maintenance of the Landlord's Portion and shall keep Landlord's Portion clean and in good condition.

7. Structures. Tenant shall not construct any permanent structures, railings or improvements, or install any permanent plantings, without the prior consent of Landlord. Notwithstanding the foregoing, Tenant may keep and maintain any improvements or plantings existing on the Landlord's portion on the date hereof.

8. Compliance with Laws. Tenant shall comply with all federal, state, and municipal statutes, ordinances and regulations in force affecting the Landlord's Portion and the Town Green Uses.

9. Insurance. (a) Tenant shall, at Tenant's expense, obtain and keep in force during the Term a policy of commercial general liability insurance insuring Tenant against any liability arising out of the use, occupancy or maintenance of the Landlord's Portion. Such insurance shall be in the amount of at least \$1,000,000.00 for injury or death in any one occurrence, with a combined single limit of \$2,000,000.00, and a policy in the amount of at least \$500,000.00 for property damage. Landlord shall be named as an additional insured on Tenant's liability insurance. Tenant shall deliver a certificate of insurance to Landlord prior to the commencement of this Lease and periodically upon request of Landlord. The amount of insurance as set forth above shall be reviewed and revised to then-customary amounts from time to time at the request of Landlord.

(b) In the event Tenant requires certificates of insurance from vendors using the Town Green, Tenant shall require such vendors to list Landlord, as well as Tenant, as additional insureds on such certificates.

10. Counterparts. This Lease may be executed in counterparts.

[Signature page follows]

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

**TRUSTEES AND PROPRIETORS OF  
BACON ACADEMY, INC.**

By: \_\_\_\_\_  
Andrew Norton  
Its Chair  
Date: \_\_\_\_\_, 2018

**TOWN OF COLCHESTER**

By: \_\_\_\_\_  
Art Shilosky  
Its First Selectman  
Date: \_\_\_\_\_, 2018

COLCHESTER ORDINANCES  
WITH CHARTER REVIEW RECOMMENDATIONS.

#	ARTICLE	NAME	RECOMMENDATION
1		Amendment to code	<b>discuss wording</b>
4		Adult Oriented Businesses	no recommendations
6		Alarm Systems	enforcement not addressed <i>from 6/21</i>
7		Alcoholic Beverages	no inconsistencies
10		Canine Control	no inconsistencies
11		Anniversary Celebration	<b>Retire - was written for 275th</b>
14		Bazaars and Raffles	Refers to state statutes
18		Boards and Commissions	
	Article 8	Police Commission	no changes
	Article 9	Regional Council of Governments	<b>can be retired</b>
	Article 10	Sewer and Water Commission	<b>Recommend change to 5 members &amp; 2 alternates</b>
	Article 11	Aquifer Protection	no recommendations
	Article 12	Retirement Board	no changes recommended
	Article 13	Open Space Advisory Commission	no changes recommended
	Article 14	Agriculture Commission	no changes recommended
21		Bond Issuance	<b>Retire - written for a bond in 1973</b>
24	Article 1	Building code	no recommendations but fees no updated
	Article 2	Permits for unapproved subdivisions	no recommendations but fees no updated
	Article 3	Building permit fees	no recommendations fees not updated
27		Building Demolition	no inconsistencies
30		Dangerous Building Ordinance	no inconsistencies
39	Article 1	Conservation Commission	no changes
	Article 2	Inland Wetlands & Watercourses	no changes
	Article 3	Conservation Commission Alternates	no changes
46	Article 1	Board of Education	no changes
	Article 2	Election of Board of Education	no changes
49		Emergency Communications	<b>May recommend retiring</b>
53		Code of Ethics	<b>discuss in detail at a later date</b>
55		Farming	no changes
56		Fees	no changes
57		Fire Hydrants	no changes recommended
58		Fire Lanes	no changes recommended
64		Flood Hazard Areas	no changes recommended
67		Inspection of Public Food Estab.	<b>can be retired</b>
72		Health Dept.	<b>can be retired</b>
74		Historic District Ordinance	no changes
77		Housing Partnership	<b>can be retired</b>
81		Library	<b>payment could be corrected</b> <b>no other changes recommended</b>
90		Officers and Employees	<b>Can be retired</b>
92		Open Space Preservation	no changes recommended
93		Ordinance Enforcement	commission will seek legal opinion
98		Peddling and Soliciting	no changes recommended
103		Rapid Access Systems	no changes recommended
109		Roads	no changes in Articles 1, 2, 3, 4, 5, 6, 7, 10, 11
	Article 8		<b>Commission will check on fees</b>
	Article 9		<b>Commission will check on %</b>

120		Solid Waste		no changes: 2, 3, 4, 5, 7, 8, 9, 10, 12, 13, 14	
	Article 1			Norwich contract can be deleted	
	Article 6			<b>can be deleted</b>	
	Article 9			<b>no longer relevant</b>	
	Article 11			<b>work on language</b>	
124		Street and Sidewalks		no changes recommended	
129		Taxation		no changes: 1, 2, 3, 4, 7, 10, 11.	
	Article 5			check on efectivedate 129-18	
	Article 6			check on percentage in 129-25	
	Article 8			re-examine	
	Article 9			re-examine 129-36	
133		Tourism Development		no changes recommended	
136		Town Center Neighborhood Strategic P		<b>recommend retiring</b>	
139		Trailers		<b>re-exaine grandfather clause of 1952</b>	
144		Vehicles and Traffic			
	Article 1			no changes recommended	
	Article 2			<b>re-examine</b>	
150		Water		<b>predates sewer installation so does not include sewers, but no changes recommended</b>	

## Chapter 6. Alarm Systems

[HISTORY: Adopted by the Town Meeting of the Town of Colchester 6-29-2011. Amendments noted where applicable.]

### **GENERAL REFERENCES**

Rapid access systems — See Ch. 103.

### § 6-1. Statutory authority.

Pursuant to C.G.S. § 7-148(c)(7)(H)(xiv), the Town adopts the following alarm systems ordinance.

### § 6-2. Purpose.

The purpose of this chapter is to regulate the installation, maintenance and operation of alarm systems, devices and equipment in businesses and residences within the Town of Colchester.

### § 6-3. Definitions.

As used in this chapter, the following words or phrases shall have the meanings indicated:

#### **ADMINISTRATOR**

The First Selectman or his or her designee appointed to administer the provisions of this chapter.

#### **ALARM OWNER**

Any person, company, corporation or other entity that is the owner, operator or user of an alarm system.

#### **ALARM SYSTEM**

Any device or equipment which is capable of automatically calling and relaying recorded emergency messages to any state police or municipal police or fire/EMS department telephone number or which is capable of automatically calling and relaying recorded emergency messages or other forms of emergency signals to an intermediate third party which shall thereafter call and relay such emergency messages to a state police or municipal police or fire/EMS department telephone number.

#### **FALSE ALARM**

Any alarm signal which causes an emergency response to the location of the alarm which is caused by mistake, misuse or malfunction; or unintentional activation caused by flaw or defect in design, installation, maintenance or equipment of the alarm system.

### § 6-4. Maintenance.

An alarm owner shall be responsible for maintaining and keeping in good working order at all times each alarm system on the premises owned or occupied by the alarm owner in order to minimize false alarms.

### § 6-5. Registration.

- A. To operate an alarm system within the Town of Colchester, an alarm owner must complete a registration form provided by the administrator. The registration form shall include information concerning the alarm system, its location and any other necessary information as determined by the administrator. All alarm systems within the Town shall be registered with the administrator within 90 days of the effective date of this chapter.
- B. It shall be the responsibility of an alarm owner to notify the administrator, in writing, within 10 days of changes in registration information.

## § 6-6. Penalties for offenses.

- A. In the event there are three false alarms at the same location within the same calendar year, a written warning shall be issued to the alarm owner upon the occurrence of the third false alarm. The warning shall notify the alarm owner that any further false alarms occurring within the same calendar year shall lead to the following penalties:
  - (1) A fine of \$25 shall be imposed on the alarm owner upon the occurrence of the fourth false alarm within a calendar year.
  - (2) A fine of \$50 shall be imposed on the alarm owner upon the occurrence of all subsequent false alarms after the fourth false alarm within a calendar year.
- B. A fine of \$50 shall be imposed on any alarm owner for failure to register an alarm system with the administrator.
- C. A fine of \$50 shall be imposed on any alarm owner for failure to provide notification of any changes in registration to the administrator.
- D. All fines for violations of this chapter shall be payable to the Town of Colchester and deposited into the Town's general fund.
- E. All fines imposed pursuant to this chapter shall be subject to appeal in accordance with Chapter 93 of the Code of the Town of Colchester.

## Tricia Dean

---

**From:** Resident Trooper Sergeant  
**Sent:** Friday, July 6, 2018 7:18 AM  
**To:** Tricia Dean  
**Subject:** RE: Ordinance

Good morning Tricia,

I reviewed the ordinance, I don't think our town is currently prepared to enforce these ordinances. All towns have ordinances, the larger towns that have the man power, the means to collect and process fines enforce their ordinances.

Have a good day.

---

**From:** Tricia Dean  
**Sent:** Thursday, July 05, 2018 11:28 AM  
**To:** Resident Trooper Sergeant <SGT@colchesterct.gov>  
**Subject:** Ordinance

***Tricia Dean***

Executive Assistant to the First Selectman  
Town of Colchester  
127 Norwich Avenue  
[tdean@colchesterct.gov](mailto:tdean@colchesterct.gov)  
P: (860) 537-7220

# Alarm Ordinance Comments from FD/FM

Walter Cox

Thu 7/5/2018 12:59 PM

To: Art Shilosky <aShilosky@colchesterct.gov>;

Cc: Tricia Dean <tdean@colchesterct.gov>;

Art,

After reviewing the Alarm Ordinance with the Fire Marshal, we have determined that the current ordinance as written is adequate.

The issue is that very few actually know that the ordinance exists.

Hopefully with the updating of a new town website, the fire department can put current up-to-date information out to the public.

This would enhance our ability to maintain accurate records and enforcement if necessary.

Regards,

**Chief Walt Cox**

**CHVFD**

**Town of Colchester Fire & EMS**



## Chapter 24. Building Construction

[HISTORY: Adopted by the Town Meeting of the Town of Colchester as indicated in article histories. Amendments noted where applicable.]

### **GENERAL REFERENCES**

Building demolition — See Ch. 27.

Dangerous buildings — See Ch. 30.

Flood hazard areas — See Ch. 64.

Trailers — See Ch. 139.

Town Center Strategic Plan — See Ch. A156.

## Article I. State Building Code

[Adopted 5-4-1957]

### § 24-1. Adoption.

The Town adopts the State Building Code and licensing of all electricians and plumbers, and a code, as amended, to cover the Electrical and Plumbing Codes, and appropriates \$500 for the forming of a Public Works Department. (Adopting as amended Sections 116 and 119 except Section 100.)

## Article II. Building Permits in Unapproved Subdivisions

[Adopted 2-11-1960]

### § 24-2. Power of Zoning and Planning Commission.

The Zoning and Planning Commission of the Town of Colchester is authorized to prohibit or regulate the issuance of building permits for the erection of buildings or structures in unapproved subdivisions or lots abutting unaccepted highways or streets. However, the issuance of a building permit shall not be withheld for the construction of farm or accessory buildings which are not in violation of any lawful zoning or building regulation of the Town of Colchester.

### § 24-3. Unlawful structures; action to enjoin.

Any building erected in violation of the provision hereinbefore contained shall be deemed an unlawful structure, and the Town of Colchester, through an appropriate officer, may bring an action to enjoin the erection of such structure or cause it to be vacated or removed.

### § 24-4. Penalties for offenses.

Any person, firm or corporation erecting a building or structure in violation of the provision herein may be fined not more than \$200 for each building or structure so erected in addition to the relief herein otherwise granted to the Town of Colchester.

## Article III. Building Permit Fees

[Adopted 3-4-1991]

### § 24-5. Maintenance and repairs excepted.

No fee or permit is required for necessary routine maintenance or repairs to existing buildings as defined in the Basic Building Code of the State of Connecticut.

### § 24-6. Fees required for certain building operations.

A permit and fee is required for all new construction, alterations, removal, demolition, plumbing, electrical or other building operations.

### § 24-7. Fee schedule.

[Amended 4-16-2009]

A. The fee schedule shall be as follows:

<b>New Construction Estimated Building Costs</b>	<b>Fees</b>
\$1,000 or less	\$20
\$1,000.01 to \$60,000	\$20/\$1,000 or fraction thereof
\$60,000 to \$120,000	\$20/\$1,000 or fraction thereof
Over \$120,000	\$20/\$1,000 or fraction thereof
<b>Additional Required Permits</b>	
Plumbing, electrical, heating	\$20
<b>Remodeling Alterations, Repairs and Miscellaneous</b>	
Structural and finish work	\$20/\$1,000 or fraction thereof
Plumbing, heating, electrical	\$20/\$1,000 or fraction thereof
Swimming pool, plus electrical and plumbing, if required	\$20/\$1,000 or fraction thereof
Siding, reroofing, chimneys, decks	\$20/\$1,000 or fraction thereof
Wood or coal stoves	\$20/\$1,000 or fraction thereof
<b>Other Fees</b>	
House moving permit (plus building permit to erect on a foundation if the house is moved within the Town)	\$100, plus septic test-repair and house moving
Demolition permit	\$20/\$1,000 or fraction thereof
Signs (if permit is required by Zoning Regulations)	
\$50 or less	No fee
Over \$50	\$20, plus electrical, if required
Permitted mobile homes and mobile home parks	\$100

B. Exempt from the above fees are permit applications for the construction of buildings from public funds, such as schools, churches and charitable organizations, in which case the fee shall be \$5.

#### § 24-7.1. Waiver of fees for owners 62 or older.

[Added 12-7-2006]

Building permit fees may be waived by the Building Official for owner-occupied, single-family homes where at least one of the record owners is aged 62 or over and where the permit is to replace or upgrade the roofing, siding, windows or electrical or heating systems.

## Article IV. Disposition of Building Applications Upon Delinquent Taxes

[Adopted 8-9-2001]

### § 24-8. Statutory authority.

The Town of Colchester does herewith adopt the provisions of C.G.S. § 7-148(c)(2)(B) et seq., relating to the establishment of a procedure for the withholding of approval of a building application when taxes imposed by the municipality are delinquent for the property for which an application is made.

### § 24-9. Certification from Tax Collector required.

The Building Official shall require any applicant for any building application for undeveloped or vacant property (the "subject property") to obtain written certification from the Tax Collector verifying that there are no delinquent taxes owed on the subject property.

## MEMO

To: Colchester Board of Selectman

From: Randy Benson, Planning Director

**DATE: July 9, 2018**

### **PROPERTY ADDRESS    Review of Colchester Ordinances in Chapter 24**

I have reviewed the Articles in Chapter 24 of the Colchester Ordinances and have the proposed recommendations:

#### **Article 1, Section 24-1: State Building Code**

The current Article 1, Section 24-1 does not include some licenses that are required under the current State Building Code and it has other language that is no longer required because the Town now has a Public Works Department.

#### **Recommended amendment to Section 24-1:**

The Town adopts the State Building Code and licensing of all electricians, plumbers, home improvement contractors and home builders, and a code, as amended, to cover the Electrical, Plumbing, Building and Fire Codes as required under the State of Connecticut General Statutes.

#### **Article II, Section 24.2: Power of Zoning and Planning Commission**

I have no recommendations for this section except that the Zoning and Planning Commission is now referred to as the Planning and Zoning Commission.

#### **Article 3, Section 24.7 Fee Schedule**

In this section under **Other Fees**, the price of a Demolition Permit has been \$50.00. Since the fee of \$20/\$1000 does not actually work in this situation. I recommend the Demolition Permit Fee be changed to \$50.00.

#### **Chapter 27 Article II, Section 27-9: Waiting period for permit**

Under Section 27-9(E), the deposit fee for a sign for demolition of a building is \$10.00. I recommend the fee be changed to \$50.00 because that is the cost of a replacement sign to be made if the original is not returned. The fee is returned to the contractor once the sign is returned to the Building Official so there is actually no cost incurred by the contractor if the sign is returned.

## Chapter 144. Vehicles and Traffic

[HISTORY: Adopted by the Town Meeting of the Town of Colchester as indicated in article histories. Amendments noted where applicable.]

### **GENERAL REFERENCES**

Ordinance enforcement — See Ch. 93.

Snow on sidewalks — See Ch. 124, Art. III.

## Article I. Parking Ban

[Adopted 4-5-1978]

### § 144-1. Hours.

[Amended 1-29-1990]

There shall be a parking ban in effect on town roads after 1/2 inch of snow has accumulated. Said parking ban shall continue in effect for 12 hours after the cessation of the snowfall.

### § 144-2. Penalties for offenses.

- A. If any vehicles are parked on town roads in violation of this article, the owners of said vehicles shall forfeit and pay for the use of the Town of Colchester a fine of \$25 to be recovered by an action on this article brought in the name of the Treasurer of the town.
- B. In addition, any vehicles parked on town roads in violation of this article may be towed away by the Town of Colchester at the vehicle owner's expense.

## Article II. Parking Regulations

[Adopted 9-25-1990]

### § 144-3. Adoption of article.

The following article relating to regulations governing parking in the Town of Colchester is herewith adopted.

### § 144-4. Traffic Authority.

Pursuant to the provisions of C.G.S. § 14-297(6), the Board of Selectmen are herewith deemed the Traffic Authority of the Town of Colchester.

### § 144-5. Establishment of written rules by Traffic Authority.

The Traffic Authority shall from time to time establish written rules and regulations governing the parking of motor vehicles on the streets of the Town of Colchester, including provisions for fines for violation of such rules and regulations and for removal of motor vehicles or other vehicles that may obstruct traffic.

## § 144-6. Establishment of fines by Traffic Authority.

The Traffic Authority is further authorized to establish, in writing, fines for violation of any parking regulations adopted.

## § 144-7. Parking hearing procedure.

The Town of Colchester does herewith adopt a parking violation hearing procedure pursuant to the provisions of C.G.S. § 7-152, for the enforcement of the rules, regulations and fines adopted pursuant to § 144-5 above.

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF COLCHESTER

and

COLCHESTER FIREFIGHTERS UNION  
UPPFA, IAFF, LOCAL # 3831

JULY 1, 20158 - JUNE 30, 201821

TABLE OF CONTENTS

	Page
PREAMBLE .....	1
ARTICLE 1 Recognition.....	1
ARTICLE 2 Union Security .....	1
ARTICLE 3 Management Rights .....	2
ARTICLE 4 Seniority.....	3
ARTICLE 5 Grievance Procedure.....	4
ARTICLE 6 Disciplinary Procedure .....	5
ARTICLE 7 Hours of Work & Work Schedule .....	7
ARTICLE 8 Rates of Pay .....	9
ARTICLE 9 Injury Leave.....	10
ARTICLE 10 Insurance.....	11
ARTICLE 11 Sick Leave .....	13
ARTICLE 12 Personal Leave.....	13
ARTICLE 13 Funeral Leave .....	14
ARTICLE 14 Family Medical Leave .....	15
ARTICLE 15 Light Duty.....	15
ARTICLE 16 Vacation.....	16
ARTICLE 17 Military Leave .....	16
ARTICLE 18 Holidays.....	17
ARTICLE 19 Fitness For Duty Examinations .....	17



ARTICLE 20	Personal Clothing, Clothing Allowance, Uniform Allowance, and Town Provided Equipment .....	18
ARTICLE 21	Certification/Training .....	19
ARTICLE 22	401(a) Plan/Section 457 Deferred Compensation Plan .....	20
ARTICLE 23	General Provisions.....	21
ARTICLE 24	Union Activity .....	21
ARTICLE 25	Nondiscrimination .....	21
ARTICLE 256	Complete Agreement .....	22
ARTICLE 267	Duration .....	22
ARTICLE 278	Federal, State and Municipal Laws and Regulations.....	22
ARTICLE 289	Promotions .....	22
ARTICLE 2930	Performance Evaluations .....	23
ARTICLE 304	Call Back For Duty.....	23
ARTICLE 312	Jury Duty/Court Appearances.....	24
SIDE-LETTER	Drug Testing for Non-CDL Personnel .....	25
APPENDIX A	Application for Union Membership.....	26
APPENDIX B	Grievance Petition .....	27
APPENDIX C	Garrity Rights Statement .....	28
APPENDIX D	Fire Fighter/EMT Evaluation Sheet.....	29
APPENDIX E	Wage/Step Schedule .....	31
APPENDIX F	Memorandum of Agreement regarding Safety Officer .....	32

## PREAMBLE

This aAgreement entered into by and between the Town of Colchester, hereinafter referred to as the "Town" or the "Employer", and Local 3831, hereinafter referred to as the "Union" and has as its purpose the promotion of harmonious relations between the Town and the Union.

## ARTICLE 1 - RECOGNITION

- 1.1 Pursuant to State Labor Relations Certification in Case Number ME-19,198, the Town recognizes the Union as the sole and exclusive bargaining agent in matters regarding wages, hours and other working conditions for all full-time paid uniformed and employees with the Town of Colchester pursuant to SBLR Decision No. 3536 rendered on September 30, 1997, with the exclusion of the Chief of the Fire Department and all others excluded by the Municipal Employees Relations Act (MERA).
- 1.2 Whenever the word "Town" is used in this aAgreement, it shall mean the Town of Colchester. Likewise when the word "Union" is used it shall mean the International Association of Firefighters, AFL-CIO. When the word "employee" is used it shall mean a member of the bargaining unit.

## ARTICLE 2 - UNION SECURITY

- 2.1 During the terms of this ~~contract~~Agreement or extension thereof, all employees in the collective bargaining unit shall, from the effective date of this ~~contract~~Agreement or within thirty (30) days from the date of their employment by the Town as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fees shall not exceed the minimum applicable dues paid to the Union.
- 2.2 The Town agrees to deduct from the pay of bargaining unit members such membership dues, initiation fees, service fees, or reinstatement of service fees as may be fixed by the Union and allowed by law. Such deductions shall continue for the duration of the aAgreement or any extension thereof.
- 2.3 New employees shall sign a payroll deduction card at the time of hire, effective the first payroll following the completion of thirty (30) days of employment. It is the responsibility of the Union President to have the card completed and transmit same to the Finance Department. The Financial Officer of the Union shall notify the Town in writing of the amount of uniform dues or service fees to be deducted.
- 2.4 Such payroll deductions, as provided herein, shall be remitted to the Union by the fifteenth (15<sup>th</sup>) day of the next month following the month in which such dues and/or services fees were deducted along with a list of names of the employees from whom the deductions were made.
- 2.5 The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any changes in the rates of fees or dues. In addition, the Union shall furnish the Town with a statement signed by the employee authorizing the Town to make dues deduction(s). Service fees shall be deducted automatically by the Town.
- 2.6 No dues or fees will be deducted from an employee who has exhausted accumulated sick leave or while collecting Workers' Compensation.

~~2.7~~ The Town shall not discriminate against an employee on the basis of membership or non-membership or lawful activity on behalf of the bargaining unit.

~~2.8~~ No employee shall be coerced or intimidated or suffer any reprisal either directly or indirectly, as a result of the exercise of his/her rights under this agreement.

2.79 Each employee will be offered an opportunity to join the Union or pay the agency/service fee. Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix A, the Town shall deduct from the employee's pay, on a bi-weekly basis, in equal installments, Union dues or service fees as the Union shall determine. (See Appendix A).

2.810 The Union shall indemnify the Town and any Department or agent or employee of the Town and hold them harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Town or any Department or employee of the Town for the purpose of complying with the provisions of this Article. The Union will refund to the Town any amount paid to the Union in error on account of the dues deduction provision.

~~2.94~~ No employee covered by this agreement will engage in, induce or encourage a strike, work stoppage, slowdown, sick-out, unlawful picketing, sympathy strike, or other withholding of services from the Employer - including so-called work to rule - or refuse to perform in whole or in part duties of employment including overtime services.

2.102 The Union agrees that neither the Union nor any of its officers, agents or members, nor any officer covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, unlawful picketing, sympathy strike or other withholding of services, including so called ~~work to rule~~ work to rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.

2.113 The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any unlawful picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

2.124 The Town may file an action in the court of appropriate jurisdiction to enforce this Article.

2.135 The Town shall provide each present employee with a copy of the final ~~contract Agreement~~ Agreement. New employees shall receive a copy of the final ~~contract Agreement~~ Agreement upon hire. In addition, to insure that the immediate supervisors are aware of the provisions of this Agreement, the Town shall also provide them with a copy of this agreement.

### ARTICLE 3 - MANAGEMENT RIGHTS

3.1 There are no provisions in this aAgreement that shall deem to limit or curtail the Town in any way in the exercise of the rights, powers, and authority which the Town has prior to the effective date of this ~~contract~~ Agreement unless and only to the extent that provisions of this aAgreement specifically curtail or limit such rights, powers, and authority. The Union recognizes that the Town's rights, powers, and authority, include, but are not limited to, the right to manage its operation; the right to take necessary

action to fulfill its objectives in emergencies; the right to assign, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge, layoff; the right to make all plans and decisions on all matters involving its operations; the extent to which the facilities of any department thereof shall be operated; additions thereto; replacements; curtailments, or transfers thereof; removal of equipment; outside purchases of products or services, the scheduling of operations; means of operations; the equipment to be used; the institution of technological changes; the assignment of overtime, and the right to introduce new and/or improved methods of operations and departments and to change existing methods of operations and departments; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change standards of performance; determine the qualifications of employees; and to run the department efficiently. To the extent that the exercise of these rights impact on wages, hours and working conditions, the Town will be obligated to bargain pursuant to controlling State labor relations law.

#### ARTICLE 4 - SENIORITY

- 4.1 The seniority rights of all members of the Department shall be based on length of continuous service in the Department, and shall be determined by the first day of paid employment.
- 4.2 Seniority shall not be broken by vacation, sick leave, job related injuries, authorized leaves of absence of a non-personal nature, suspension, or any military service as provided by State and Federal law, up to any limits provided for in this Agreement.
- 4.3 Employees who resign voluntarily, who are on layoff for eighteen (18) months, or are discharged for just cause shall lose all seniority.
- 4.4 In the event of a reduction in the work force, layoff shall be the inverse order of hiring and any recall to work shall be by seniority provided that the recalled employee is qualified to perform the required work and that the employee has maintained required certifications held at the time of layoff.
- 4.5 No newly appointed employee shall attain seniority under the Agreement until he/she has been continuously employed in the Colchester Fire Department for a period of twelve (12) months and has completed all the required certifications necessary for full-time employment. A probationary Fire fighter may be terminated by the First Selectman and said employee shall not have recourse to the grievance and arbitration provisions of this Agreement regarding that termination. Upon successful completion of the twelve (12) month probationary period the employee's seniority shall date back to the first day of employment. This date shall be for all other dates listed in this Agreement, the employee's anniversary date.
- 4.6 During the first 90 calendar days of an employee's probation, the employee will accrue but not use vacation, sick leave, and personal leave. The employee will be eligible to use such leave after the 90 day waiting period. Medical, dental and life insurance coverage will commence upon completion of the first 90 calendar days of employment.
- 4.7 The Town shall prepare, maintain and provide the Union Representative a list of employees on an annual basis, showing their seniority in time of service with the Fire Department. Such seniority shall be calculated according to length of continuous service with the Fire Department. Sick leave, line of duty injuries, vacations, military leaves, and authorized leaves of absences, shall be included in computing such time in service.

- 4.8 When more than one employee is appointed on the same day, seniority shall be determined by date and time of receipt of application, with the earliest received being ranked highest on the seniority list.

#### ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.1 The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible, so as to insure efficiency and employee morale.

- 5.2 A basis of a grievance may result from a complaint concerning:

- a) Discharge, suspension, or other disciplinary action without just cause;
- b) Application or interpretation of a specific provision of this Agreement.
- c) Application or interpretation of the Rules and Regulations of the Colchester Fire Department.

- 5.3 A grievance shall be processed in the following three (3) steps:

Step 1:

The Union shall present the grievance, in writing and with discussion, to the Chief of the Department, or duly authorized representative in his/her absence within thirty (30) calendar days of the incident giving rise to the grievance. The written grievance attached at Appendix B shall specify:

- a) A statement of the grievance and the facts involved;
- b) the date of the alleged violation;
- c) the specific section or sections of the Agreement and/or Rules or Regulations of the Colchester Fire Department alleged violated; and
- d) the remedy or relief sought.

The Chief of the Department shall render his/her decision within ten (10) calendar days of the date the grievance was submitted.

Step 2:

If the Union is not satisfied with the decision of the Chief of the Department, or duly authorized representative in his/her absence, the grievance may be presented, in writing, to the First Selectman of the Town of Colchester within ten (10) calendar days of the Chief's decision in Step 1. The First Selectman shall render his/her decision, in writing, to the aggrieved employee and his/her representative within fifteen (15) calendar days of receipt of the grievance.

Step 3:

If such grievance is not resolved to the satisfaction of the Union by the First Selectman, the Union may, no later than ten (10) days following the receipt of the decision at Step 2, submit

such dispute to arbitration. Only the Union may submit a grievance to arbitration and it may do so by giving written notice to the Town of its intent to arbitrate the dispute.

- 5.4 The parties agree that unless either the Town or the Union objects, arbitration shall be conducted before the Connecticut Board of Mediation and Arbitration. Either party may require that an arbitration be heard before the American Arbitration Association. If either the Town or the Union requires that a particular arbitration be heard by the American Arbitration Association, such party shall notify the other of this fact within ten (10) days of the Union's initial request for arbitration. If the American Arbitration Association is chosen as the forum, the cost of the arbitration shall be borne by the party selecting the American Arbitration Association. The arbitrator(s) shall hear the grievance under the applicable rules and regulations governing arbitrations by such forum and the decision shall be final and binding upon both parties. The arbitrator(s) shall have no authority to add to, subtract from, alter or modify this Agreement in any way and must comply with the terms of this Agreement in every respect.
- 5.5 The parties agree that the decision rendered by the arbitrator(s) shall be final and binding, provided it is not contrary to law. The arbitrator(s) shall be bound by, and must comply with all of the terms of this Agreement, and shall not have the power or authority to add to, subtract from, or, in any way, modify the provisions of this Agreement.
- 5.6 Additional Provisions.
- a) If either of the parties related to the grievance process desire to meet after Step 3 but prior to arbitration for the purpose of oral discussion and sharing of information including relevant documents, a meeting shall be requested and scheduled.
  - b) If the grievance is not resolved, subsequent to arbitration both parties may mutually agree to submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance.
  - c) For the purpose of time limits, day shall mean calendar days. Any time limit specified in this Article may be extended by mutual agreement of both parties in writing.
  - d) If the employer fails to answer a grievance within the time specified, the grievance shall proceed to the next step. If the Union does not submit a grievance to the next higher step in the above procedure and within the time periods, it shall be deemed withdrawn.

#### ARTICLE 6 - DISCIPLINARY PROCEDURE

- 6.1 No employee who has completed the probationary period shall be disciplined except for just cause. Disciplinary action as used in this Article shall be defined as limited to oral reprimand, written reprimand, suspension, demotion, or discharge. Nothing in this aArticle shall prevent the Chief of the Department or the First Selectman from reassigning or placing an employee on administrative leave with pay pending an investigation.
- 6.2 Progressive Discipline.

The parties jointly recognize the remedial value of progressive disciplinary action. Accordingly, whenever appropriate, Management will follow these guidelines:

- a) Take prompt corrective action.
- b) Apply discipline with a view toward uniformity and consistency.
- c) In the area of inefficient or incompetent performance, oral reprimand and constructive criticism should ordinarily precede formal disciplinary procedures; however, no such warning is necessary with respect to neglect of duty, insubordination, willful misconduct or other serious offenses.

Nothing in this section shall prohibit Management from bypassing progressive discipline when the nature of the offense requires it. The failure of the employer to apply progressive discipline in any case shall not itself be deemed arbitrary, capricious, or discriminatory.

### 6.3 Work Now Grieve Later.

It is the duty of every employee to obey every lawful command or order issued orally or, in writing, and failure to do so may result in a breakdown in discipline which could lead to serious consequences. Orders must be obeyed and grievance procedures invoked later.

Any employee who fails to carry out any lawful order or comply with rules, regulations, or instructions is subject to disciplinary action. Both parties recognize the safety rule exception to the "work now, grieve later" rule whereby an employee may refuse an assignment that would place an employee or others in real and imminent danger to life or limb.

### 6.4 Notice of Discipline.

- a) Pre-discipline hearing. There shall be an informal hearing before that body or person who will be imposing discipline beyond verbal or written warnings. The employee shall have the choice of union representation and shall be allowed to submit notarized statements from witnesses.
- b) After a Management decision is made to impose discipline, but prior to its formal imposition, management will ~~informally~~ notify the employee and the Union of the contemplated discipline. ~~This allows the parties to attempt to come to an agreement on the discipline. If there is no agreement, the employer shall give formal notice of the discipline to be imposed.~~

### 6.5 Investigative Interviews.

- a) During an investigative interview, the employee has the right to request and receive Union representation under Weingarten. Employees ordered to answer questions shall be given the Garrity warning and receive a copy of the signed Garrity statement. (See Appendix C). An employee who answers questions under Garrity is immune from having his answers used for any criminal proceeding.
- b) No recording nor transcript will be made without the knowledge of all participants in the investigative interview.
- c) A written explanatory may be used in lieu of an investigative interview subject to the employee's right to confer with his/her Union representative. A reasonable amount of time shall be provided to the employee in which to perfect and submit a written explanatory.

6.6 Authorization and Level of Discipline.

- a) Chief of the Department may impose the following discipline.
  - 1) Oral reprimands.
  - 2) Written reprimands.
  - 3) Suspension (3 days Maximum)
  
- b) First Selectman or his or her designee may impose the following discipline.
  - (1) Oral reprimands.
  - (2) Written reprimands
  - (3) Suspensions (greater than 3 days)
  - (4) Demotion
  - (4)(5) Dismissal

6.7 Whenever it becomes necessary to discipline an employee or apprise an employee of his/her shortcomings, the supervisor vested with that responsibility shall undertake such talks in a manner that will not cause embarrassment to the employee.

**ARTICLE 7 - HOURS OF WORK & WORK SCHEDULE**

7.1 Work Hours/Work Period.

- a) Employees shall be regularly scheduled to work forty (40) hours per week, subject to the operating needs of the Town.
  
- b) Current work schedules of employees (and times when employees are regularly subject to call in) shall continue in effect, unless the needs of the Town change, in which case the Town will notify and, upon request, meet with the Union before implementing any change in regularly scheduled hours. The Town agrees to bargain over the impact of any changes it makes to employee(s) work schedules.
  
- c) ~~When subject to call, employees will be paid a ten-dollar (\$10) stipend per week and are expected to respond to ambulance calls.~~
  
- dc) ~~Except as otherwise provided below, e~~Each employee holding the hourly paid position of Fire fighters/EMT in the bargaining unit will be paid at the applicable hourly rate of pay for all scheduled hours worked, and shall be paid at the rate of one and one-half (1½) times such rate for all hours worked in excess of fifty-three (53) hours in a seven (7) day work cycle in accordance with Section 207k of the FLSA.
  
- ed) Whenever employees holding the hourly paid position of Fire fighters/EMT are called into work early, ~~to and~~ or held over on their scheduled assignments shifts or are called back in-to work due to a “third tone ambulance call” ~~call in, or called back to duty, the~~ employees shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate of pay. “Third tone” or call back to duty call ins on Sunday shall ~~continue to~~ be paid at double time.



- f) Hourly paid Fire fighters/EMTs shall not be authorized or permitted to work ~~(or volunteer)~~ other than as scheduled, assigned or called back to duty by the Chief of the Department or his/her designee. Such employees shall no longer be permitted to hold ~~officer-level~~ positions (~~Deputy Chief and Assistant Chief~~) within the volunteer service; nor shall they be eligible to receive other compensation or benefits other than as expressly set forth in this Agreement.
- f) ~~The Captain/Safety Officer and Lieutenant/Shift Supervisor/Health & Safety Officer position~~ shall be paid on a salary basis, at the rates set forth in Appendix E, which salary shall constitute full pay for all hours worked up to fifty-three (53) hours each work week, except that the salaried ~~Captain/Safety Officer and Lieutenant/Shift Supervisor/Health & Safety Officer position~~ shall also receive extra compensation under the terms set forth in ~~e) above~~ 7.1(g). Such employees ~~also~~ shall not receive other compensation or benefits other than as expressly set forth in this Agreement. The ~~Captain/Safety Officer and Lieutenant/Shift Supervisor/Health & Safety Officer~~ may, if appointed by the Town, hold officer-level positions within the volunteer service.
- g) Whenever employees holding the salaried position of Lieutenant/Shift Supervisor/Health & Safety Officer in the bargaining unit are called into work early; held over on their scheduled shifts; called back into work due to a "third tone ambulance call"; or called back to duty, said employees shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate of pay for a top step Fire fighter/EMT. "Third tone" or call back to duty on Sunday shall be paid at double-time of a top step Fire fighter/EMT.
- h) The Deputy Chief position shall be paid on a salary basis with a minimum of forty (40) hours per week, at the rates set forth in Appendix E, which salary shall constitute full pay for all hours worked. Employees in the Deputy Chief position shall not receive other compensation or benefits other than as expressly set forth in this Agreement.

## 7.2 Call-in Pay.

When an employee is required to report to duty as a result of a call-in, he or she shall be paid a minimum of two (2) hours if the work performed is not contiguous with the employee's normal hours of work.

## 7.3 Exchange of Shifts.

- a) Employees may exchange shifts if:
  - (1) there is no additional cost to the Town of Colchester;
  - (2) the exchange is made with an employee with required certifications, training, and skills;
  - (3) shift periods do not overlap, and;
  - (4) the Chief of the Department is given reasonable notice - normally in excess of twenty-four (24) hours, and approves the shift change.
- b) The employee requesting the swap must complete a "Shift Change Form".
- c) The Town of Colchester is not responsible for enforcing agreements made between employees.
- d) Approval of shift changes is subject to revocation as dictated by the needs of the Colchester Fire Department.

7.4 Probationary employee's scheduling shall be at the discretion of the Chief of the Department or his or her designee.

7.5 Overtime Opportunity.

With the Exception of call-in for duty under Article 7, Section 2, in the event that work is required of the bargaining unit outside normal hours of work, it shall be offered to qualified employees on a rotating basis in the order that such employees appear on the seniority roster. An opportunity refused or a "no answer" phone call or page will be considered an opportunity actually worked. If no assignment is made on a voluntary basis, the Chief of the Department may assign the least senior employee.

If the Town fails to offer the qualified employee who is at the top of the rotation list the opportunity to work such assignment, the employee shall be afforded preference for the next available assignment outside the normal hours of work he or she is qualified to perform.

This provision shall not deter or diminish the Town's right to use volunteers or salaried employees who chose to report for duty without expectation or receipt of additional compensation beyond their salary payment up to a maximum of fifty-three (53) hours of work each work week.

#### ARTICLE 8 - RATES OF PAY

8.1 Wage Rates.

Effective July 1, 201~~5~~8, all bargaining unit rates will be increased by 2.25% (see Wage Schedule at Appendix E).

Effective July 1, 201~~6~~9, all bargaining unit rates will be increased by 2.25% (see Wage Schedule at Appendix E).

Effective July 1, 201~~7~~20, all bargaining unit rates will be increased by 2.25% (see Wage Schedule at Appendix E).

The current (FY 2017-2018) pay for the position of Deputy Chief in the amount of \$75,090 (top step Lieutenant salary plus a stipend of \$4,800) will be increased by an amount of \$1,000 effective July 1, 2018 prior to applying the percent increases noted above. (see Wage Schedule at Appendix E).

8.2 Step Increases.

Step increases will be effective on July 1<sup>st</sup> of each fiscal year as negotiated. For those employees hired before January 1<sup>st</sup>, their step increase will be effective on July 1<sup>st</sup> of the next fiscal year. For those employees hired after January 1<sup>st</sup>, their next step increase will be on July 1<sup>st</sup> of the following year.

Example: An employee hired on September 1, 2005 would be eligible for a step increase on July 1, 2006.

Example: An employee hired on January 2, 2006 would be eligible for a step increase on July 1, 2007.

During the term of this Agreement, step increases (for eligible employees) shall be implemented as follows:

<del>2015-2016-2018-2019</del>	effective July 1, <del>2015</del> <u>2018</u>
<del>2016-2017</del> <u>2019-2020</u>	effective July 1, <del>2016</del> <u>2019</u>
<del>2017-2018</del> <u>2020-2021</u>	effective July 1, <del>2017</del> <u>2020</u>

~~8.3 — Safety Officer.~~

~~Dan Rowland will be recognized as Safety Officer.~~

8.3.4 Acting Supervisor.

In the absence of the Lieutenant/Shift Supervisor who is off duty, the Chief may designate the senior qualified and available employee as acting supervisor. Such acting supervisor will be paid at Step 1 of the Lieutenant/Shift Supervisor wage rate schedule at Appendix E for all hours worked as the designated acting supervisor during any preplanned absence or after two (2) continuous days of unplanned absence.

8.45 Longevity Pay.

Full-time employees of the Town, hired on or before June 30, 2012, who have completed five (5) years of continuous full-time employment with the Town, shall be eligible for the following yearly longevity bonus, determined by the employee's length of continuous full-time service with the Town as of July 1st of each year. After the completion of the 5<sup>th</sup> year of service, the longevity compensation shall be paid in July of the next fiscal year as follows:

<u>July 1<sup>st</sup> of ...</u>	<u>Yearly Amount</u>
6 <sup>th</sup> to 9 <sup>th</sup> Year	\$450.00
10 <sup>th</sup> to 14 <sup>th</sup> Year	\$500.00
15 <sup>th</sup> to 19 <sup>th</sup> Year	\$600.00
20 <sup>th</sup> Year and over	\$750.00

Longevity payments shall be made in a separate check.

Any employee hired on or after July 1, 2012 shall not be eligible for longevity pay.

~~8.6 Stipend for Officer-Level Position Within Volunteer Service.~~

~~Any Captain/Safety Officer or Lieutenant who is appointed by the Town as Assistant Chief or Deputy Chief shall receive a stipend of \$4,800 per year, which amount shall be paid out in monthly installments of \$400 for as long as he/she continues to hold such position.~~

**ARTICLE 9 - INJURY LEAVE**

- 9.1 An employee who is on authorized leave of absence due to injuries or other disabilities sustained in the performance of his/her work who is eligible for weekly Workers' compensation payments, shall have the option of using accrued sick leave and earned vacation to fund the difference between the employee's base weekly pay and weekly Workers' Compensation benefits. Such differential will be paid to the nearest whole hour increment. Differential pay shall end upon exhaustion of all the employee's accrued sick leave and earned vacation.
- 9.2 In the event that an employee is injured or disabled while en-route to, at, or returning to the employee's abode from an alarm to which the employee responded off duty, or in the event that the employee was killed or dies as a result of such injury or disability, it shall be considered for the purposes of claims under Section 9.1 of this contract, and benefits payable under the Workers' Compensation Act provided that such injury, disability or death was suffered in the line of duty and arose out of and within the course and scope of his/her employment.
- 9.3 Employees on Worker's Compensation, Heart and Hypertension, or long term disability, proven to have conducted themselves contrary to their physician's diagnosis and treatment shall be discharged.

## ARTICLE 10 - INSURANCE

### 10.1 Medical, Dental and Life Insurance Benefits

~~Effective July 1, 2018, Each full-time all eligible bargaining unit employees may elect single, two-person, or family coverage under the Town's High Deductible Health Plan ("HDHP") with deductibles of Two Thousand Dollars (\$2,000) for single and Four Thousand Dollars (\$4,000) for two person and family coverage. In and out of network benefits share the same deductible. For out of network services the member will have an additional responsibility for twenty percent (20%) of the cost of services after the deductible until the cost share maximum ("CSM") reaches Four Thousand Dollars (\$4,000) for single (includes deductible) and Eight Thousand Dollars (\$8,000) for two person and family coverage (includes deductible). The Plan CSM also includes prescription co-pays after the deductible is satisfied in the amount of \$10 generic/\$25 brand preferred formulary/\$40 brand non-preferred non-formulary.~~

~~During the 2015-2016 contract year For the plan year commencing on July 1, 2018, the Town shall fund sixty-fifty percent (6050%) of the deductible costs through ~~two~~ quarterly proportionate installments (on the first payrolls in July 2018, October 2018, January 2019 and April 2019); the first on July 1, 2015 and the second on January 1, 2016, to a Health Savings Account ("HSA") for each eligible employee electing benefits.~~

~~During the 2016-2017 contract year For the plan year commencing on July 1, 2019, the Town shall fund fifty-forty-five percent (5045%) of the deductible costs through quarterly proportionate installments (July 1, 2016, October 1, 2016, January 1, 2017 and April 1, 2017) on the first payrolls in July 2019, October 2019, January 2020 and April 2020) to a Health Savings Account ("HSA") for each eligible employee electing benefits.~~

~~During the 2017-2018 contract year For the plan year commencing on July 1, 2020, the Town shall fund fifty-forty-five percent (5045%) of the deductible costs through quarterly proportionate installments (July 1, 2017, October 1, 2017, January 1, 2018 and April 1, 2018) on the first payrolls in July 2020, October 2020, January 2021 and April 2021) to a Health Savings Account ("HSA") for each eligible employee electing benefits.~~

~~Employees who are not eligible for an HSA can participate in a Health Reimbursement Account (HRA) with the Town providing the same contributions towards reimbursement as in the HSA. HRA contributions shall be accessible from the commencement of the plan year.~~

~~Effective July 1, 2015~~8~~ employees who elect benefits under the HDHP shall contribute twenty-one~~three~~ percent (21~~3~~%) of the premium cost for said insurance for themselves and their dependents by way of bi-weekly payroll deductions. The employee premium share contribution shall increase to twenty-two percent (22%) effective July 1, 2016 and to twenty-three percent (23%) effective July 1, 2017.~~

Medical contribution credits equaling one percent (1%) of the applicable premium rates will be applied through employee payroll deductions if the employee is fully compliant with the Town's Wellness Program. The Town's Wellness Program requires employees to do the following in order to qualify for the medical contribution credit:

1. Have their physician complete a preventative health attestation form indicating each employee/dependent is current for age appropriate screenings;

- Physical exam
  - Breast cancer screening
  - Colon cancer screening
  - Cervical cancer screening
2. Have their physician provide them with biometrical results including:
    - LDL HDL, total cholesterol, blood glucose, height, weight, body mass index, waist circumference, blood pressure and pulse.
  3. Complete an online health risk assessment, including biometrical results.

Any insurance premium cost sharing contributions made by employees pursuant to this Article shall be made on a pre-tax basis pursuant to the Town's Section 125 plan.

The Town will pay the full cost, of the employee's group life insurance. Said insurance shall be in the amount of \$100,000.

10.2 Nothing herein shall be interpreted to prevent the Town from obtaining comparable medical, dental or prescription drug benefit coverage from alternative carriers, including those with preferred provider networks, or through self-insurance, so long as there is no interruption in coverage. If the Town proposes a change, it shall give written notice to the Union. The Union may challenge the proposed change in insurance carriers/administrators on the basis that the coverage to be provided is not comparable to the existing coverage. The Union's challenge must be filed in writing within sixty (60) calendar days from notice of the proposed change, and must specify the areas in which the Union claims that the proposed plan is not comparable to the current one. The Town and Union shall meet to discuss the Union's concerns, which discussions shall be concluded no later than thirty (30) calendar days following receipt of the Union's notice of challenge. If a dispute remains, it shall be submitted to the State Board of Mediation and Arbitration pursuant to the contractual grievance procedure under Article 5. Notwithstanding the above, if at any point the total cost of the Town's group health plan(s) offered under this Agreement triggers an excise tax under Internal Revenue Code Section 4980I or any other local, state or federal regulation, the Town reserves the right to replace the current group health plan offered with an alternative one, the cost of which falls below the excise tax threshold or reduce the excise tax liability, regardless of whether such replacement plan(s) is comparable to the one previously in effect. Eligible employees will be given the option to enroll in the lower cost coverage option. If employees choose to enroll themselves and/or their eligible family members in a coverage option that triggers an excise tax, or which has a higher excise tax than the other plan offering, then one hundred percent (100%) of the extra cost associated with participating in the higher cost plan, including the cost of such excise tax, shall be born solely by the employee in addition to the employee's premium contribution requirements as set forth above. At least ninety (90) days prior to implementing any new benefit plan(s) the Town will meet and discuss the plans(s) terms with the Union.

- 10.3 As set forth more fully in the long term disability plan design a copy of which will be available to all employees, an employee who is disabled due to an accident or sickness which is not compensable under the Worker's Compensation Act, including Heart and Hypertension benefits, and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to 60% of his/her base rate at the time of disability to a maximum of \$2,000 per month. These benefits will be offset by worker's compensation benefits (including Heart and Hypertension

benefits), retirement benefits, and other state or federal mandated benefits the employee receives. In no instance shall such benefits begin until after 90 days of disability. The Town reserves the right to terminate an employee while on disability if circumstances warrant such termination without violating state or federal law.

## ARTICLE 11 - SICK LEAVE

- 11.1 Each full-time employee will be entitled to sick leave with pay at the regular straight time hourly rate of pay in effect at the time leave is taken. Per diem is based on the normal or regular hours worked per day. Such leave shall be earned at the rate of one (1) day per month of continuous service in each calendar year. Full-time employees may accumulate up to sixty (60) days of paid sick leave. For the sole purpose of bridging the ninety (90) day waiting period for long term disability (LTD) insurance under Article X, Section 10.3, employees may accumulate up to 30 additional days of sick leave which can also be drawn in special circumstances involving serious health conditions at the discretion of the First Selectman.
- 11.2 Sick leave shall continue to accumulate during approved leaves of absence with pay or vacation time. Sick leave shall not continue to accumulate during leave of absences without pay, nor during the time an employee receives long-term disability payments.
- 11.3 Each employee who retires or resigns after 10 years of service will be paid for accumulated sick days in a lump sum. Upon death of an employee, the accumulated sick days shall be paid in a lump sum to his/her designated beneficiary.
- 11.4 An employee using sick leave, shall make every effort to notify the Chief of the Department or his/her designee at least one (1) hour prior to his/her shift starting time of the first day of his/her absence and each day of absence thereafter, unless the employee has indicated the number of days he/she shall be absent when first notifying the Chief as described above.
- 11.5 Sick leave benefits cannot be exercised by an employee whose absence results from intoxication, use of illegal drugs or criminal conduct during scheduled working hours. The burden of proof shall be on the Town in such instances.
- 11.6 The Town may refuse to pay sick leave benefits if investigation shows willful falsification of any claim for sick leave benefits and such conduct shall be grounds for discipline of any such employee up to and including discharge.
- 11.7 Sick leave benefits may not accrue whenever reported absence is due to employment with any outside employer during scheduled working hours.
- 11.8 The Town may have an employee examined by a doctor jointly selected by the parties or from a mutually agreed list of doctors, at the Town's expense, to determine the exact nature and extent of the employee's incapacity or illness. A doctor's certificate may be required by the Town whenever an employee is off from work three (3) or more occasions, or at any time that it is deemed that sick leave is being abused by the employee. In the latter circumstances, the Town will document the reasons for such request. Whenever an employee is off from work for ten (10) or more work days, the employee shall give the Town a doctor's release before the employee returns to work.

## ARTICLE 12 - PERSONAL LEAVE

### 12.1 Paid Personal Leave Days.

All full-time employees shall be entitled to four (4) personal leave days annually.



- 12.2 Employees hired during the year shall receive pro-rata personal leave days as follows and shall be allowed to use same at the completion of the probationary period:

Hired on or after January 1 through March 31 -- 3 personal days

Hired on or after April 1 through June 30 -- 2 personal days

Hired on or after July 1 through September 30 -- 1 personal day

Hired on or after October 1 through December 31 -- 0 personal days

- 12.3 Paid personal leave days are to be taken in no less than half (1/2) day increments, provided the employee gives prior notice of at least twenty-four (24) hours. Paid personal leave days cannot be carried over from one year to the next.

- 12.4 Personal Leave Days without Pay.

Personal leaves of absence without pay may be granted to permanent employees on the recommendation of the Fire Chief with the approval of the First Selectman.

- 12.5 Request for such personal leave without pay shall be made, in writing, to the Fire Chief and shall include a statement of the reasons and the length of the leave requested.

- 12.6 During the period of personal leave without pay, the employee shall not be credited for length of service and shall not be credited with time for the purposes of accruing sick leave, personal leave and vacation time.

#### **ARTICLE 13 - FUNERAL LEAVE**

- 13.1 In the event of a death in the immediate family of a full-time employee, paid leave consisting of three (3) consecutive working days shall be granted. The employee shall be paid his/her regular or normal per diem rate for any of the three (3) consecutive working days which fall within his/her scheduled shift and for which he/she attends the funeral. The term "immediate family" shall include the employee's spouse, child, parent, grandparent, sibling, mother, or father in-law, grandchild, or any other relative who is living in the employee's household.
- 13.2 In the event of the death of a brother or sister in-law, aunt, uncle, niece, or nephew of the employee or his/her spouse, one (1) paid day leave shall be allowed as long as the employee attends the funeral and the day of the funeral is a scheduled work day.
- 13.3 The First Selectman may, in his/her discretion, grant additional time off for funeral leave which will be deducted from an employee's vacation time or personal days. The granting or not granting of said days is at the sole discretion of the First Selectman, and shall not be grievable.

#### **ARTICLE 14 - FAMILY MEDICAL LEAVE**

- 14.1 Eligible employees shall be permitted unpaid leave of absence in compliance with the requirements of the Family Medical Leave Act. During such leave, an employee shall not be credited for length of service and shall not be credited with time for the purposes of accruing sick leave, personal leave and vacation leave. In addition, for all leaves which qualify under the Family Medical Leave Act, to the extent an employee has accrued sick leave, personal leave and vacation leave, the employee's family and medical leave may be charged against such accrued sick leave, personal leave and vacation leave.

#### **ARTICLE 15 - LIGHT DUTY**

- 15.1 An employee who is on leave due to injury or illness shall be assigned to "light duty" work if such work is available as determined by the Chief of the Department and First Selectman. The light duty assignment shall commence from and after the date on which the employee's treating physician determines that the employee may return to work even though the employee cannot perform all of the regular duties of a Firefighter/EMT. Such assignment shall be subject to the following:
- a) The assignment shall be consistent with limitations prescribed by the employee's treating physician.
  - b) The nature and duration of the assignment shall be determined by the Town. Notice of same, together with a general description of the duties, shall be given to the employee and the Union in writing. The assignment shall be a Fire Department function.
  - c) The work schedule for an employee on light duty status shall be subject to any limitation on hours or work prescribed by the employee's treating physician. If the employee's hours are limited to less than the normal or regular hours per shift, the employee shall be paid only for those hours actually worked and the remainder shall be paid for by Workers' Compensation.
  - d) Unless specifically prescribed by the treating physician, the shift assignment shall not be limited.
  - e) Any employee who is released by the treating physician to perform restricted work and who is assigned light duty must accept the light duty as assigned.
  - f) In determining the availability of light duty work, the Town shall not discriminate based on whether an employee was injured on or off the job.

**ARTICLE 16 - VACATION**

16.1 Full-time employees shall be granted time off with pay for vacations according to the following schedule:

<u>Year of Completed Continuous Full-Time Service</u>	<u>Rate Accumulated</u>
After 1 year	One week (5 working days)
After 2 years	Two weeks (10 working days)
After 7 years	Three weeks (15 working days)
After 14 years	Four weeks (20 working days)
After 20 years	Five weeks (25 working days)

- 16.2 Vacation requests for two or more days must be submitted at least fifteen (15) days in advance unless there are extenuating circumstances. All vacation requests for one (1) day shall be submitted at least twenty-four (24) hours in advance. Employees shall submit vacation requests for approval by the Chief of the Department or his/her designee.
- 16.3 Vacations shall be scheduled in whole-day or in half-day increments if approved in advance.
- 16.4 In granting time off, every effort will be made by the Town to meet the requests of the employees as to scheduling of vacation. In the event of conflicting requests, the employee with the greater seniority shall have the preference.
- 16.5 An employee shall not be called in on his/her vacation except in an emergency or with his/her agreement.
- 16.6 Unbroken full-time service with the Town shall be counted towards years of service for the calculation of vacation time for employees transferring into the Department.
- 16.7 Employees will be allowed to carry over accrued but not used vacation days up to a maximum of five (5) per year to a maximum accumulation of fifteen (15) days.
- 16.8 In the event of retirement, line of duty death, or termination, all earned but not used vacation shall be paid in a lump sum payment to the employee. In the event of death, a lump sum payment for earned but not used vacation shall be made to the beneficiary of the employee. Said payment shall be at the employee's current base pay rate.
- 16.9 An employee's vacation shall be credited on January 1<sup>st</sup> of each contract year.

**ARTICLE 17 - MILITARY LEAVE**

17.1 Military leave will be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994. Copies of such Act will be provided to the employees.

**ARTICLE 18 - HOLIDAYS**

18.1 Eligible full-time employees shall observe the following holidays off with pay annually:

New Year's Day	Sunday Monday Tuesday Wednesday Thursday Friday Saturday	Friday one-half day to Tuesday 7:30 am Friday one-half day to Tuesday 7:30 am Monday one-half day to Wednesday 7:30 am Tuesday one-half day to Thursday 7:30 am Wednesday one-half day to Friday 7:30 am Thursday one-half day to Monday 7:30 am Thursday one-half day to Monday 7:30 am
Martin Luther King Day	One Day Only	Saturday – Day off on Friday Sunday – Day off on Monday
Floater	One Day Only	With 24 hours advanced notice
Washington's Birthday	One Day Only	Third Monday in February
Good Friday	One Day Only	
Memorial Day	One Day Only	Last Monday in May
Independence Day	One Day Only	Saturday – Day off on Friday Sunday – Day off on Monday
Labor Day	One Day Only	First Monday in September
Columbus Day	One Day Only	Second Monday in October
Veterans Day	One Day Only	Saturday – Day off on Friday Sunday – Day off on Monday
Thanksgiving Day/ Day After	Two Days	Thursday and Friday
Christmas Day	Sunday Monday Tuesday Wednesday Thursday Friday Saturday	Friday one-half day to Tuesday 7:30 am Friday one-half day to Tuesday 7:30 am Monday one-half day to Wednesday 7:30 am Tuesday one-half day to Thursday 7:30 am Wednesday one-half day to Friday 7:30 am Thursday one-half day to Monday 7:30 am Thursday one-half day to Monday 7:30 am

18.2 If a holiday falls during an employee's vacation, he/she shall be given an additional day off.

18.3 Any employee may elect to work a holiday and in lieu of payment receive a floating holiday to be taken at the employee's discretion.

**ARTICLE 19 - FITNESS FOR DUTY EXAMINATIONS**

19.1 Fitness for Duty Examinations:

- a) The Town and the Union agree that it is the responsibility of each employee to achieve and maintain a reasonable level of physical fitness and general good health.

- b) In accordance with Federal and State disability laws, if questions of fitness for duty are raised by the Town, the Town may require an employee to undergo a physical, psychiatric, and/or psychological examination by a licensed physician, psychiatrist, and/or psychologist of the Town's choice to determine continued fitness for duty. The Town agrees to pay for such examinations. The content of the medical information will be limited to the extent required by Federal and State law and will be treated as confidential and reviewed by Town officials only on a need-to-know basis and will be disclosable to the public only if permitted under Federal and State law.
- c) If an examination indicates that an employee is not physically or psychologically fit for duty, the employee, if eligible, will be placed on unpaid leave of absence in compliance with controlling federal and state disability law or will be subject to the light duty and/or workers' compensation (if job related) provisions of this Agreement. An employee placed on such leave may exhaust accrued sick leave, vacation leave and personal leave at his/her option. The Town reserves the right to administratively separate an employee from employment with the Town if not eligible for unpaid leave of absence if circumstances warrant such separation without violating Federal and State disability law.

**ARTICLE 20 - PERSONAL CLOTHING, CLOTHING ALLOWANCE,  
UNIFORM ALLOWANCE, AND TOWN PROVIDED EQUIPMENT**

- 20.1 Employees may utilize personal fire-fighting protective clothing as long as it meets the most current NFPA-N.F.P.A. specifications. Personal protective clothing shall not be considered for reimbursement for loss or damage.
- 20.2 Each employee, upon appointment, shall receive seven (7) work shirts with patches, seven (7) work trousers, badge, name tag, one pair of Nomex coveralls and one (1) winter jacket. Thereafter, on an annual basis, the Town will provide each employee seven (7) work shirts and seven (7) work trousers. Work shirts and trousers shall be N.F.P.A. compliant station wear. Employees will be permitted to use fire department laundry equipment to launder uniforms possibly contaminated with blood borne pathogens.
- 20.3 Upon severance from employment, the employee must return all Town owned property, equipment or materials including the seven (7) current set of uniforms.
- 20.4 Upon submission of proof of purchase, the Town shall reimburse each employee for up to \$260.00 annually toward the purchase of OSHA approved safety shoes in compliance with Town standards as established by the Chief of the Fire Department. Such reimbursement will be made in the first payroll accounts payable period following submission of proof of purchase.
- 20.5 The Town shall provide each employee with two (2) complete sets of protective clothing that meets N.F.P.A. standards. Protective clothing shall consist of a helmet with company shield, ~~turn out~~ turnout coat, turnout pants, boots, hood, fire gloves and safety glasses. Each employee shall be issued one (1) set of foul weather gear, consisting of pants and coat for use at medical and non-fire emergencies and one alerting pager.
- 20.6 Personal clothing, watches up to \$100.00, eyeglasses, contact lenses, or any fire, rescue or medical related equipment damaged, lost or destroyed in the line of duty will be repaired or replaced by the

Town, provided loss, destruction or damage is reported within forty-eight (48) hours of its occurrence to a chief officer or supervisor and is not in any way due to the employee's own negligence. All claims of lost personal property shall be subject to approval by the First Selectman or his/her designee. The Town reserves the right to reimburse the employee for such loss in lieu of repairing or replacing such items.

## ARTICLE 21 - CERTIFICATION/TRAINING

### 21.1 Mandated Certification.

As a condition of employment, all new and existing employees are required to successfully complete and maintain the following Fire Department mandated certificate programs as these programs may be modified to meet legal requirements:

- 1) State of Connecticut EMT – B or higher (including current medical control interventions and defibrillator training requirements);
- 2) State of Connecticut Fire fighter Level II (including current Hazmat and Rescue operational levels with annual refreshers required); and
- 3) State of Connecticut Commercial Driver's License, Class 'B' or 'A,' or State of Connecticut Non-commercial Driver's License Class D with "Q" endorsement.
- 4) ~~State of Connecticut Non-commercial Drivers License Class D with "Q" endorsement.~~

21.2 Transportation to a training facility or site outside of Colchester may be arranged with the Town's transportation pool or by Private Owned Vehicle (POV). If made available, the Town's transportation vehicle shall be used. POV usage will be reimbursed to the employee only if he/she uses their own transportation. Rates of reimbursement shall be at the current IRS mileage rate. Forms or methods of reimbursement shall be at the requirement of the Town.

21.3 Failure to obtain or maintain the required mandated EMT-B or higher training certification or recertification shall result in the following which are conditioned on the Town's ability to find suitable replacements for the interim period:

- 1) Affected employees may undergo the number of re-tests that are allowed by the State of Connecticut.
- 2) Affected employees shall be allowed six (6) months to comply with this Article's certification requirements.
- 3) Failure to comply with the certification requirements within six (6) months shall result in immediate termination.
- 4) During the first ninety (90) days of the six (6) month period, employees will be allowed to work if in compliance with controlling statutes/regulations. During the remainder of the six (6) month period, affected employees shall not work and shall not be compensated.

21.4 It shall be the sole responsibility of the employees to maintain their current Driver's License certifications. The Town will continue to provide for mandated EMT-B recertification training.



21.5 Joint Training Committee.

A joint-training committee composed of the Union President, the Union Staff Representative, and the ~~four (4)~~ Fire Department Officers, shall convene on a quarterly basis at the written request of either party to discuss the training needs of bargaining unit members.

21.6 Training Outside Normal Hours of Work.

All training shall be paid at the appropriate rate of pay in accordance with the terms of Section 7.1. Training time shall include travel time to and from the training facility.

21.7 Driver/Operator Qualification Training.

All training for apparatus driver/operator qualifications shall be provided by the Town without expense to the employee. Training can be conducted by any qualified apparatus operator with the final qualification on the apparatus being given by the shift supervisor and approved by the Chief of the Fire Department. A copy of such qualification shall be provided to the Chief of the Department and a copy of same shall be placed in the driver's/operator's personnel training file.

21.8 Tuition, Books, Study Materials.

The Town shall be responsible for all tuition, books, and study materials associated with any required training.

**ARTICLE 22 - 401(a) PLAN/  
SECTION 457 DEFERRED COMPENSATION PLAN**

22.1 Full-time employees are eligible to participate in a Section 401(a) Plan after completing ~~one year of his/her probationary period of~~ employment with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute seven percent (7%) of base pay only (not including overtime, longevity, etc.) beginning on the ~~completion of the~~ employee's ~~first anniversary date~~ ~~probationary period~~. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

Employees hired on or after July 1, 2012 shall receive 401(a) Plan benefits subject to a five (5) year vesting schedule. ~~The Town's contribution to the 401(a) Plan of each bargaining unit employee shall vest in accordance with the following schedule:~~

<del>After one (1) year of service:</del>	<del>twenty percent (20%)</del>
<del>After completing two (2) years of service:</del>	<del>forty percent (40%)</del>
<del>After completing three (3) years of service:</del>	<del>sixty percent (60%)</del>
<del>After completing four (4) years of service:</del>	<del>eighty percent (80%)</del>
<del>After completing five (5) years of service:</del>	<del>one hundred percent (100%)</del>



22.2 ~~Effective upon ratification, e~~Each employee shall have the option of contributing to the Town's Section 457 Plan in addition to the 401(a) plan described in Section 22.1 to the maximum contributions allowed by law per year. Plan details will be provided to each eligible employee. Employee contributions that are made to ~~either~~ the 457 Plan are in addition to employee contributions made to the 401(a) plan. The Town will not make contributions to ~~either~~ the 457 Plan.

#### ARTICLE 23 - GENERAL PROVISIONS

- 23.1 The Town will designate one (1) bulletin board or a portion of a bulletin board (6 square feet) on the premises of the Fire Department for the purpose of posting notices concerning Union business and activities or any other matters pertaining to Union business.
- 23.2 Employees shall receive a copy of all materials placed in their personnel jackets subject to applicable state statutes.
- 23.3 The use of any gender within this agreement shall include all genders.
- 23.4 The Town shall provide each present and each new employee with a copy of this agreement. The Town shall also provide the Union with three (3) additional copies as well as an electronic copy (on disk or by e-mail as mutually agreed upon).
- ~~23.5 Any Captain/Safety Officer or Lieutenant who serves in an officer-level position within the Volunteer Service (Deputy Chief and Assistant Chief), who regularly uses his/her personal vehicle to report to the emergency scene, shall receive a vehicle allowance of \$50 per month.~~

#### ARTICLE 24 - UNION ACTIVITY

- 24.1 The Union-designated steward and the aggrieved employee shall be granted leave from duty without loss of pay or benefits for all grievance meetings between the Town and the Union, arbitration hearings and hearings before the State Board of Labor Relations when such meetings take place at a time during which the Union-designated steward or the aggrieved employee is scheduled to be on duty.
- 24.2 A Union Staff Representative shall have reasonable access to the work site for purposes of conferring with the Employer, Union-designated steward, or employees, and for the purpose of administering this Agreement. Where the Union Staff Representative finds it necessary to enter the work site, he/she shall first advise the First Selectman or his/her designee. Such visits shall not unduly interfere with the operation of Town business.
- 24.3 Two (2) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for purposes of negotiating the terms of the contract, when such meetings take place at a time during which the members are scheduled to be on duty.
- 24.4 The President, or member elected to attend Union labor conventions and educational conferences, shall be granted leave without pay except that said members may use personal leave provided that the President or elected member is scheduled on duty at the time of said labor convention or educational conference. All such leaves shall be requested at least one (1) week in advance and approved by the First Selectman or his/her designee.

#### ARTICLE 25 - NONDISCRIMINATION

- ~~25.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, disability which is unrelated to the ability of the employee to~~

~~perform a particular job, marital status, race, color, religion, creed, national origin, sexual preference/ orientation, political affiliation or veteran status or military service.~~

#### ARTICLE 256 - COMPLETE AGREEMENT

- 256.1 If any sentence, clause or phrase of this Agreement shall be held illegal or unenforceable by legislative or judicial authority, the affected sentence, clause or phrase shall be severed from the Agreement. The validity of the remaining sections and articles of this Agreement shall not be affected thereby. The parties agree to meet promptly to negotiate a substitute for any severed portion of this Agreement, if required.
- 256.2 All memoranda of understanding or agreement hereinafter entered into between the parties to this Agreement shall be incorporated and remain part of this Agreement. Only the following memoranda of understanding/agreement shall be continued during the duration of this Agreement:
- a) ~~June 23, 2009 Memorandum of Agreement regarding Safety Officer;~~
  - ba) June 23, 2009 Side Letter of Agreement regarding drug testing for non-CDL personnel.

Otherwise this Agreement supersedes any and all prior practices, courses of dealing and other previously agreed upon arrangements which are not expressly incorporated into this Agreement.

- 256.3 Insofar as any rule and regulation is in direct conflict with an expressed and lawful provision of this Agreement, said rule or regulation is superseded and rendered void, and the applicable provision of this Agreement shall govern.

#### ARTICLE 267 - DURATION

- 267.1 The Town and the Union agree that unless a particular provision is stated to be retroactive, this ~~a~~Agreement shall be effective as of the date of signing and shall remain in full force and effect until June 30, 20~~15~~<sup>21</sup>. The Town and the Union agree that only those employees on the active payroll as of the date of signing shall be eligible for any retroactive wages or benefits.

#### ARTICLE 278 – FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

- 278.1 Unless superseded by the expressed and lawful terms of the ~~a~~Agreement, the Town and the Union shall recognize and adhere to all provisions of the law, Town Charter, Town Ordinances, the Standard Operating Procedures and Rules, Policies and Regulations of the Fire Department, and the Town's Personnel Policies.

#### ARTICLE 289 – PROMOTIONS

- 289.1 Except as otherwise provided below for appointments to ~~the Assistant Chief and/or~~ Deputy Chief position~~s in the volunteer service~~, all vacant positions which represent promotional opportunities within

the bargaining unit which the Town intends to fill shall be posted internally for a period of not less than five (5) working days.

- 289.2 Promotional examinations are to be conducted whenever a vacancy under Section 29.1 exists. The Town shall provide the Union with the job-related criteria for determining a promotion and the Union shall be given an opportunity to provide input and/or suggestions regarding such criteria prior to the Town finalizing it.
- 289.3 Promotions to fill vacancies shall be subject to a ninety (90) day qualifying period during which the employee must demonstrate to the Town that he/she is, in fact, qualified to perform the duties of the position. In the event that a promoted employee does not satisfactorily perform the duties of the position during the qualifying period, the employee shall be reinstated to his/her former job classification at the applicable rate of pay. In any case where the evaluative judgment of management is subject to arbitration, the arbitrator shall not substitute his/her judgment unless the Union can show that management acted arbitrarily or capriciously.
- 289.4 The Town shall have the unilateral and exclusive right to promote and/or remove a Captain/Safety Officer and/or Lieutenant to/from the position of Assistant Chief and/or Deputy Chief and such decision by the Town shall not be grievable or otherwise subject to challenge under Article 5, Grievance Procedure. In the event of a removal from such a position the employee shall return to his/her prior job classification with credit for time served in the higher rank.

#### ARTICLE ~~29~~30 – PERFORMANCE EVALUATIONS

##### 2930.1 Annual Evaluation

Each employee will be evaluated in the first week of May and June 30<sup>th</sup> of each year by the Chief of the Department with input from the employee's immediate supervisor. An overall unsatisfactory performance rating will deny an employee his/her next step increase in July if such increases have been afforded by contract.

##### 2930.2 Acknowledgement of Receipt

The employee shall be given a copy of any evaluation form which he/she is required to sign at the time of receipt. An employee's signature on such form shall not be construed to indicate agreement or approval of the rating by the Town.

##### 2930.3 Union Input into Evaluation Process.

Prior to revising the service form, the Town will provide an opportunity for the Union to have input into the process.

#### ARTICLE ~~30~~1 – CALL BACK FOR DUTY

- 301.1 Employees of the Bargaining Unit shall be called back to duty for any working structure fire or Second Alarm as defined in the Alarm Assignment Manual. Employees can be called back to duty at the discretion of the Officer in Charge for any emergency.

304.2 The Fire Chief or any Chief Officer, in the absence of the Fire Chief, may call employees of the bargaining unit back to duty for standby during weather emergencies or pending weather emergencies, or any other emergency situation where the public safety could be compromised, as determined by the First Selectman or his/her designated representative.

304.3 When employees of the bargaining unit are called back to duty as outlined in Section 304.2 of this article, said employees shall be allowed to sleep between the hours of 23:00 and 06:30 when not engaged in emergency responses.

**ARTICLE 312 – JURY DUTY/COURT APPEARANCES**

312.1 All employees who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as a juror for each workday while on jury duty, which shall not include “on call” jury time when employees are able to be at work. The employee shall report for any portion of a regular workday when not required to be in court.

The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Employer, and the Employer may request that the employee be excused or exempted from jury duty if, in the opinion of the Employer, the employee’s services are essential at the time of the proposed jury service. To obtain reimbursement, the employee must present a statement from the Court showing the dates of jury service and jury fees received.

312.2 If an employee receives a subpoena or other order of the court requiring an appearance during normal working hours for Town-related actions, time off with pay and without loss of earned leave time shall be granted. In all other cases, employees may use vacation or personal time.

This Agreement executed this \_\_\_\_ day of \_\_\_\_\_, ~~2015~~2018.

TOWN OF COLCHESTER

COLCHESTER FIREFIGHTERS  
UPPFA, IAFF, LOCAL #3831

\_\_\_\_\_  
~~Stan Soby~~ Arthur Shilosky,  
Acting First Selectman

\_\_\_\_\_  
Michael L. Spoldi,  
Union Staff Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Walter Cox

\_\_\_\_\_  
Union President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SIDE-LETTER OF AGREEMENT

between

THE TOWN OF COLCHESTER (The Town)

and

UPPFA, IAFF, Local #3831 (The Union)

Re: Drug Testing for Non-CDL Personnel

The parties agree that should the Town institute a Drug and Alcohol Testing Policy and Procedure for all Town of Colchester employees, then non-CDL bargaining unit employees shall be covered by such policy subject to negotiation of specific terms and conditions.

Agreed to and Approved by the undersigned.

FOR THE TOWN OF COLCHESTER

FOR UPPFA, IAFF, Local #3831

\_\_\_\_\_  
/s/  
Linda Hodge, First Selectman

\_\_\_\_\_  
/s/  
Matthew Flor, Union Staff  
Representative

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

APPENDIX A



APPLICATION FOR MEMBERSHIP In  
International Association of Fire Fighters

(PRINT)  
 \$..... 1 mo. per capita in advance  
 \$..... Initiation fee  
 I.A.F.F. Representative  
 Date

I, ....., the undersigned,  
(PRINT)

- a. Apply for membership in the above union and agree to abide by its Constitution and By-Laws.
- b. Heroby tender \$..... as payment of initiation fee.  
\$..... 1 mo. per capita in advance.
- c. Authorize the union to be my exclusive bargaining agent.
- d. Authorize monthly payroll deduction for Union Dues.

Signed .....

Signature	Rank	Station	Shift
Home Address	City	State	Zip
Telephone	Date		

NOTE: Details in Local Union Files.

**APPENDIX B**  
**Town of Colchester**  
**Colchester Fire Fighters**  
**Local 3831**

**Grievance Petition**

Grievance Number \_\_\_\_\_

Date Grievance Occurred: \_\_\_/\_\_\_/\_\_\_

Article(s) and/or Section(s) of Contract Violated: \_\_\_\_\_

Statement of Grievance and Facts Involved: \_\_\_\_\_

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

Remedy or Relief Sought: \_\_\_\_\_

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

Signature of Grievant \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Signature of Union President \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Date Submitted to Chief of Department at Step 1: \_\_\_/\_\_\_/\_\_\_

Step 1 Answer: \_\_\_\_\_

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

Signature of Chief of Department \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Date Submitted to First Selectman at Step 2: \_\_\_/\_\_\_/\_\_\_

Step 2 Answer: \_\_\_\_\_

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

Signature of First Selectman \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_



**APPENDIX C**

**GARRITY RIGHTS**

I hereby acknowledge that I have been advised of my rights against self-incrimination and understand that because I am being compelled to answer all questions relating to my official duties pursuant to an internal investigation, the Town cannot use the information I share against me in future criminal proceedings. I also understand that because I have been given adequate immunity from self-incrimination, I must either answer the questions under oath about my job performance or suffer the loss of my employment.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX D**

<b>FIREFIGHTER/EMT EVALUATION SHEET</b>
---

Name of Evaluator: \_\_\_\_\_ Name of Employee: \_\_\_\_\_

Employee Date of Hire: \_\_\_\_\_ Job Title: \_\_\_\_\_ Department: \_\_\_\_\_

Evaluation Period: From \_\_\_\_\_ To \_\_\_\_\_

An evaluation will be completed annually using this form. Place an X in the column which most accurately reflects your evaluation of the employee in each category. The definitions for each rating are as follows:

- Unsatisfactory (US):** Is not meeting expected performance standards.
- Needs Improvement (NI):** Meets most of expected performance standards but needs improvement in identified areas.
- Satisfactory (SA):** Meets the expected performance standards.
- Exceeds Expectations (EE):** Performs beyond the expected performance standards.
- Outstanding (OS):** Performs well beyond the performance standards in an exceptional manner.

**PERFORMANCE CRITERIA**

<b>I. Work Organization/Management</b>	<b>US</b>	<b>NI</b>	<b>SA</b>	<b>EE</b>	<b>OS</b>
A. Assumes responsibility, plans work, develops good routines and methods.					
B. Resourceful in performing assigned tasks.					
C. Strives for simplicity in organization and in communicating to others.					
D. Suggests methods of improving procedures.					
E. Possesses basic skills needed for assigned work including physical ability.					
F. Demonstrates appropriate care of equipment, materials and facilities.					
G. Adapts to job changes.					
H. Knows/Adheres to standard operating procedures.					
I. Demonstrates sound written and oral communications.					
J. Observes safety requirements.					
K. Demonstrates knowledge of medical emergency procedures.					
L. Demonstrates basic skills to perform medical service and firefighting duties.					

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>II. Efficiency</b>					
A. Avoids mistakes.					
B. Approaches each task efficiently.					
C. Completes work assigned in reasonable time and in a satisfactory manner.					
D. Systematic, neat and shows awareness of related activities.					
E. Completes acceptable quantity of work.					

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>III. Attitude and Personal Qualities</b>	<b>US</b>	<b>NI</b>	<b>SA</b>	<b>EE</b>	<b>OS</b>
A. Demonstrates appropriate attitude toward job.					
B. Has positive attitude toward other staff members, co-workers and the public.					
C. Displays appropriate attitude when following instructions of supervisor(s).					
D. Has good attendance and is punctual.					
E. Willing to try new materials and new methods.					
F. Exhibits a neat and professional appearance.					
G. Carries out orders and is consistently trustworthy and reliable.					

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>IV. Initiative</b>					
A. Able to work independently and exercises good judgment.					
B. Knows when to consult supervisor.					
C. Receptive to constructive suggestions and implement suggestions.					
D. Uses time appropriately and willing to help others.					
E. Informs supervisor of existing and potential problems.					

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>V. Relating to Public</b>					
A. Demonstrates a sense of pride as a Town employee.					
B. Remains calm under stress.					
C. Courteous and cooperative with people encountered in performance of job.					

Comments: \_\_\_\_\_  
 \_\_\_\_\_

<b>VI. Overall Evaluation Summary (Check one item)*</b>					

General Comments: \_\_\_\_\_  
 \_\_\_\_\_

Evaluators Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I understand that my signature on this evaluation does not mean that I agree with this evaluation, but that I acknowledge receipt.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Comments: \_\_\_\_\_  
 \_\_\_\_\_

\*Overall "Unsatisfactory" rating warranted if 5 or more performance criteria rated "unsatisfactory," or 10 or more performance criteria rated "needs improvement;" or any combination of 10 or more performance criteria rated either "unsatisfactory" or "needs improvement."

**APPENDIX E  
Wage/Step Schedule**

**Firefighters/EMTs**

<b>Step</b>	<b>Months of Continuous Service</b>	<b>7/1/158</b>	<b>7/1/169</b>	<b>7/1/1720</b>
1	0-12 months	19.92	20.37	20.82
		21.29	21.77	22.26
2	13-36 months	21.40	21.88	22.37
		22.87	23.38	23.91
3	37-48 months	22.87	23.39	23.91
		24.45	25.00	25.56
4	49-60 months	24.35	24.89	25.45
		26.02	26.61	27.21
5	61-72 months	25.85	26.43	27.03
		27.64	28.26	28.90
6	72 months	28.11	28.74	29.39
		30.05	30.73	31.42

**Lieutenant/Shift Supervisor/Health & Safety Officer**

<b>Step</b>	<b>Months of Continuous Service In Position</b>	<b>Salary 7/1/158</b>	<b>Hourly Rate 7/1/15</b>	<b>Salary 7/1/169</b>	<b>Hourly Rate 7/1/16</b>	<b>Salary 7/1/1720</b>	<b>Hourly Rate 7/1/17</b>
1	0-12 months	\$61,594		\$62,980		\$64,397	
		\$65,846	22.26	\$67,328	22.76	\$68,843	23.27
2	13-36 months	\$63,430		\$64,857		\$66,317	
		\$67,809	22.92	\$69,335	23.44	\$70,895	23.97
3	37-48 months	\$65,309		\$66,778		\$68,281	
		\$69,817	23.61	\$71,388	24.14	\$72,994	24.68
4	49 months	\$67,231		\$68,743		\$70,290	
		\$71,872	24.30	\$73,489	24.85	\$75,143	25.41

**Captain/Safety Officer**

<b>Step</b>	<b>Months of Continuous Service In Position</b>	<b>Salary 7/1/15</b>	<b>Hourly Rate 7/1/15</b>	<b>Salary 7/1/16</b>	<b>Hourly Rate 7/1/16</b>	<b>Salary 7/1/17</b>	<b>Hourly Rate 7/1/17</b>
1	0-12 months	\$64,177	23.20	\$65,621	23.72	\$67,098	24.26
2	13-36 months	\$66,078	23.89	\$67,564	24.42	\$69,085	24.97
3	37-48 months						

		\$67,999	24.58	\$69,529	25.13	\$71,093	25.70
4	49 months	\$70,006	25.31	\$71,581	25.88	\$73,192	26.46

Deputy Chief

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<u>Salary</u> <u>7/1/18</u>	<u>Salary</u> <u>7/1/19</u>	<u>Salary</u> <u>7/1/20</u>
\$77,802	\$79,553	\$81,343

**APPENDIX F**

**MEMORANDUM OF AGREEMENT**

between

**THE TOWN OF COLCHESTER (The Town)**

and

**UPPFA, IAFF, Local #3831 (The Union)**

Re: — Safety Officer

The parties agree that the current Safety Officer, Dan Rowland, shall retain his rank as a Staff Captain until such time as his separation or retirement from employment with the Town of Colchester.

The parties further agree that any individual subsequently appointed to the Safety Officer position shall be granted the rank of Lieutenant and shall receive compensation in accordance with the existing wage schedule for the Lieutenant/Shift Supervisor position.

Agreed to and Approved by the undersigned:

TOWN OF COLCHESTER \_\_\_\_\_ COLCHESTER FIREFIGHTERS  
UPPFA, IAFF, LOCAL 3831

\_\_\_\_\_/s/\_\_\_\_\_/s/\_\_\_\_\_  
Linda Hodge, First Selectman \_\_\_\_\_ Matthew Flor, Union Staff Representative

\_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_/s/\_\_\_\_\_/s/\_\_\_\_\_  
Chief Walter Cox \_\_\_\_\_ Nick Fischer, Union President

\_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_