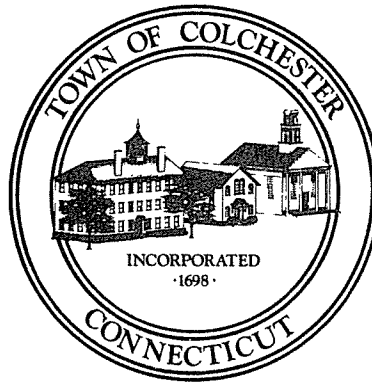


Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Agenda  
Thursday, June 17, 2010  
Colchester Town Hall**

**Meeting Room 1 – 7:00 pm**

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the June 3, 2010 Board of Selectmen Regular Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Board of Assessment Appeals (to fill vacancy left by Gary Harris for a term to expire 11/21/2011). Jeffrey M. Brainard to be interviewed.
  - b. Historic District Commission (to fill vacancy left by resignation of William Rowan Beer for a term to expire 11/30/2011). Mike Trocchi was interviewed on 06/03/2010.
  - c. Historic District Commission (to fill vacancy left by resignation of William Rowan Beer for a term to expire 11/30/2011) Linda Akerman was interviewed on 06/03/2010.
6. Budget Transfers –
7. Tax Refunds & Rebates
8. Discussion and Possible Action on Appointment of Don Favry as Animal Control Officer
9. Discussion and Possible Action on Elevator Maintenance Contract
10. Discussion and Possible Action on Fire Alarm Service Contract
11. Discussion and Possible Action on Fire Extinguisher and Exhaust Hood Service Contract
12. Discussion and Possible Action on Generator Service and Repair Contract
13. Discussion and Possible Action on Heating/HVAC Service Contract

14. Discussion and Possible Action on Security System Service and Monitoring Contract
15. Discussion and Possible Action on Sprinkler System Service Contract
16. Discussion and Possible Action on Oil, Diesel, and Gas Contract for Town and Schools
17. Discussion and Possible Action on Endorsement of Tree Donation Proposal
18. Discussion and Possible Action on Cody Camp Field Acceptance
19. Discussion and Possible Action on Federal Adult Employment Program
20. Discussion and Possible Action on Colchester Organization of Recreational Tennis (CORT)
21. Discussion and Possible Action on Water Capital Appropriation
22. Discussion and Possible Action on Water and Sewer Infrastructure Extension Project Engineering Consultant Contract
23. Discussion and Possible Action on Marvin Road Drainage Improvement Contract
24. Discussion and Possible Action on Approving the Resolution Regarding the FY 2009 HSGP Omnibus Memorandum of Agreement
25. Discussion and Possible Action on Employee Assistance Program Contract
26. Discussion and Possible Action on Collection Services Agreement
27. Discussion and Possible Action on Personnel Policy Update Process
28. Discussion and Possible Action on Cancellation of July 1 Board of Selectmen Meeting
29. Citizen's Comments
30. First Selectman's Report
31. Liaison Report
32. Adjourn

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Minutes  
Thursday, June 3, 2010  
Colchester Town Hall**

**Meeting Room 1 – 7:00 pm**

NANCY A. BRAY  
TOWN CLERK

2010 JUN -4 AM 10:08

RECEIVED  
COLCHESTER, CT

**MEMBERS PRESENT:** First Selectman Gregg Schuster, Selectman Greg Cordova, Selectman Rosemary Coyle, Selectman James Ford, and Selectman Stan Soby.

**MEMBERS ABSENT:**

**OTHERS PRESENT:** Derrik Kennedy, Bruce Hayn, Rob Tarlov, Tricia Coblentz, Nancy Bray, Katy Naly, Ryan Blessing, and other citizens

**1. Call to Order**

First Selectman G. Schuster called the meeting to order at 7:00 p.m.

**2. Additions to the Agenda**

S. Soby moved to delete agenda items #5d, "Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). John Carroll to be interviewed," and #8, "Discussion and Possible Action on Cody Camp Field Acceptance," and renumber accordingly, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

**3. Approve Minutes of the May 20, 2010 Board of Selectmen Regular Meeting**

S. Soby moved to approve the minutes of the May 20, 2010 Board of Selectmen Regular Meeting, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

**4. Citizen's Comments** Bruce Hayn discussed contract with tax collection law firm.

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

**a. Historic District Commission. Resignation of William Rowan Beer.**

R. Coyle moved to accept the resignation of William Rowan Beer with regret, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

**b. Historic District Commission (to fill vacancy left by resignation of William Rowan Beer for a term to expire 11/30/2011). Mike Trocchi to be interviewed. Mike Trocchi was interviewed.**

- c. **Historic District Commission (to fill vacancy left by resignation of William Rowan Beer for a term to expire 11/30/2011) Linda Akerman to be interviewed.** Linda Akerman was interviewed.

Selectman Soby recused himself from action taken on applicants for Health District Task Force.

J. Ford moved to expand the Health District Task Force to seven members with two alternates from five members with two alternates, seconded by G. Cordova. Remaining Selectmen approved. MOTION CARRIED.

- d. **Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Jim Maffuid was interviewed on 05/20/10. Discussion and action on Jim Maffuid for possible appointment to Health District Task Force.**  
R. Coyle moved to appoint Jim Maffuid as an alternate member to the Health District Task Force for a maximum one-year term to end with the committee's final report to the Board of Selectmen, seconded by G. Cordova. Remaining Selectmen approve. MOTION CARRIED.
- e. **Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Jean Amara was interviewed on 05/20/10. Discussion and action on Jean Amara for possible appointment to Health District Task Force.**  
R. Coyle moved to appoint Jean Amara as a regular member to the Health District Task Force for a maximum one-year term to end with the committee's final report to the Board of Selectmen, seconded by J. Ford. Remaining Selectmen approve. MOTION CARRIED.
- f. **Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Sharon Laliberte was interviewed on 05/06/10. Discussion and action on Sharon Laliberte for possible appointment to Health District Task Force.** R. Coyle moved to appoint Sharon Laliberte as a regular member to the Health District Task Force for a maximum one-year term to end with the committee's final report to the Board of Selectmen, seconded by G. Cordova. Remaining Selectmen approve. MOTION CARRIED.
- g. **Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Blyse Soby was interviewed on 05/06/10. Discussion and action on Blyse Soby for possible appointment to Health District Task Force.**  
R. Coyle moved to appoint Blyse Soby as a regular member to the Health District Task Force for a maximum one-year term to end with the committee's final report to the Board of Selectmen, seconded by Ford. Remaining Selectmen approve. MOTION CARRIED.

- h. **Health District Task Force (maximum one year term to end with the committee's final report to the Board of Selectmen). Keri Shkutzko interviewed was interviewed on 05/06/10. Discussion and action on Keri Shkutzko for possible appointment to Health District Task Force.** R. Coyle moved to appoint Keri Shkutzko as an alternate member to the Health District Task Force for a maximum one-year term to end with the committee's final report to the Board of Selectmen, seconded by G. Cordova. Remaining Selectmen approve. MOTION CARRIED.

6. **Budget Transfer –**

S. Soby moved to approve the Fire Department budget transfer of \$4,000 from "Protective Clothing & Safety Equipment (12202-42323)" to "Physicals & Testing (12202-45216)," for reason as noted on the attached transfer form, and to authorize the First Selectman to sign all necessary documents, seconded by R. Coyle. MOTION WITHDRAWN. No further action taken.

S. Soby moved to approve the Transfer Station budget transfer of \$5,000 from "Transportation (13601-43212)" to "Building Repairs (13601-46226)," and to authorize the First Selectman to sign all necessary documents, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Planning & Code Administration budget transfer of \$1,041 from "Professional Memberships (11411-43258)" to "Professional Services (11411-44208)." BOARD TOOK NO ACTION.

7. **Tax Refunds & Rebates**

S. Soby moved to approve tax refunds in the amount of \$196.30 to VW Credit Leasing LTD, \$31.69 to Crystal Barnes, \$66.04 to Susan Jahelka, and \$54.87 to Cab East LLC, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

8. **Discussion and Possible Action on Animal Control Officer**

G. Cordova move to place all Animal Control Operations under the supervision of the Resident Trooper Supervisor and revise the necessary job descriptions as recommended by the First Selectman, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

9. **Discussion and Possible Action on Town Projects**

First Selectman G. Schuster presented to the Board a list of current and future town projects to be worked on as part of a strategic plan for the Town.

10. **Citizen's Comments** None.

11. **First Selectman's Report**

First Selectman Schuster reported on the individual and business appeal process for aid from storm damage, the Capital Improvement Process, changes to the posting requirements for meeting minutes, hiking on the airline trail spur and other nature activities Colchester has to offer, and a gift from G. Schuster (lapel pins) given to each member of the Board of Selectmen, Board of Finance, and Board of Education.

**12. Liaison Report**

G. Codova reported on Youth Services Bureau. S. Soby reported on the Police Commission and Planning & Zoning Commission.

**13. Adjourn**

G. Cordova moved to adjourn at 7:49pm, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrick M. Kennedy  
Executive Assistant to the First Selectman

Attachments:

- Memorandum from First Selectman Schuster regarding animal control operations and revised job descriptions for Animal Control Officer, Police Administrative Assistant, and First Selectman Department Clerk
- List of Town Projects

Gregg Schuster



First Selectman

## MEMORANDUM

**To:** Board of Selectmen

**Cc:** Sgt. John Thompson, Resident Trooper Supervisor

**From :** Gregg Schuster, First Selectman

**Date:** 6/1/10

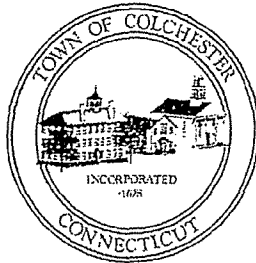
**Re:** Animal Control Officer (ACO)

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As stated previously, the First Selectman has nearly twenty direct reports all performing different job functions. This is very difficult to manage and does not provide for adequate supervision. It is my intent to consolidate when possible as we have done with Social Services.

The Resident Trooper Supervisor has offered to take over animal control operations and supervise the ACO and it is my recommendation that the Board of Selectmen approve this change. To facilitate this, the board must change the job descriptions of the ACO, Police Department Administrative Assistant, and First Selectman Department Clerk. This change has been reviewed with the Police Department Administrative Assistant's union and there are no objections. The proposed revised job descriptions are attached.

Recommended Motion – "I move to place all Animal Control Operations under the supervision of the Resident Trooper Supervisor and revise the necessary job descriptions as recommended by the First Selectman."



**Town of Colchester  
Job Description**

**Police Department  
Animal Control Officer**

***GENERAL STATEMENT OF DUTIES***

Responsible for operating a municipal dog pound and enforcing the provisions of the General Statutes and regulations pertaining to the control and impoundment of dogs and enforcement of State rabies and cruelty to animals policies for dogs and any other animal (cats). Communicating with the public, law enforcement, and the Department of Agriculture is an important function of this position.

***SUPERVISOR***

Works under the administrative supervision of the Resident State Police Supervisor/Colchester Police and the general supervision of the State of Connecticut Department of Agriculture Chief or Assistant Chief of Canine Control.

***SUPERVISION EXERCISED***

May supervise the Assistant Animal Control Officer.

***EXAMPLES OF DUTIES***

The following is an illustrative and non-exhaustive list of duties:

- Enforce the General Statutes and regulations relating to dogs with particular reference to picking up, impounding, feeding, maintaining, selling, disposing of or permission to redeem stray and unlicensed dogs
- Respond to procedural questions and requests for information from the general public
- Answer complaints relative to misbehaving or dangerous animals and take action to abate the nuisance
- Survey and investigate to assure compliance with dog licensing regulations
- Operate and maintain the dog pound and remain available for any emergency arising at the dog pound
- Destroy animals in accordance with established procedures
- Collect and record pound fees and sales monies
- Collect and dispose of dead animals
- Enforce State rabies and cruelty to animals policies for dogs and any other animal (cats)
- Keep detailed records and prepare reports of operations for the CPD commanding officer
- Arrest, within an assigned region, any person for violation of any law relating to dogs
- Administrate the State of Connecticut Department of Agriculture's Animal Population Control Program (ACPC)
- Perform related duties, as required



### ***REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES***

- Knowledge of care and handling of animals
- Knowledge of nature, purpose, and enforcement of laws relating to animals
- Knowledge of operation of a dog pound
- Interpersonal skills
- Oral and written communication skills
- Must be able to perform the essential functions of the job with or without reasonable accommodations

### ***EDUCATION AND EXPERIENCE***

- High school diploma or equivalent
- Three to five years experience in the handling and control of animals

### ***WORK ENVIRONMENT***

It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

Part-time; non-union; salary; exempt

*This job description is not all-inclusive and is subject to change by the Board of Selectmen at any time.*

**JOB DESCRIPTION**

**Town of Colchester  
Animal Control Officer**

**Salary -**

**GENERAL STATEMENT OF DUTIES:** Responsible for operating a municipal dog pound and enforcing the provisions of the General Statutes and regulations pertaining to the control and impoundment of dogs and enforcement of State rabies and cruelty to animals policies for dogs and any other animal (cats). Communicating with the public, law enforcement and the Department of Agriculture is an important major function of this position.

**SUPERVISION RECEIVED:** Works under the administrative supervision of the First Selectman and general supervision of the State of Connecticut Department of Agriculture Chief or Assistant Chief of Canine Control.

**SUPERVISION EXERCISED:** May supervise the Assistant Animal Control Officer.

**EXAMPLES OF DUTIES:**

1. Enforce the General Statutes and regulations relating to dogs with particular reference to pick up, impound, feeding, maintenance, selling, disposal of or permission to redeem stray and unlicensed dogs.
2. Respond to procedural questions and requests for information from the general public
3. Answer complaints relative to misbehaving or dangerous animals and take action to abate the nuisance.
4. Survey and investigate to assure compliance with dog licensing regulations.
5. Operate and maintain the dog pound and remain available for any emergency arising at the dog pound.
6. Destroy animals in accordance with established procedures.
7. Collect and record pound fees and sales monies.
8. Collect and dispose of dead animals.
9. Enforce State rabies and cruelty to animals policies for dogs and any other animal (cats).
10. Keep detailed records and prepare reports of operations for the (First Selectman).
11. Arrest within an assigned region, any person for violation of any law relating to dogs.
12. Administrate the State of Connecticut, Department of Agriculture's Animal Population Control Program (ACPC).
13. Perform related duties, as required.

**KNOWLEDGES, ABILITIES AND SKILLS:**

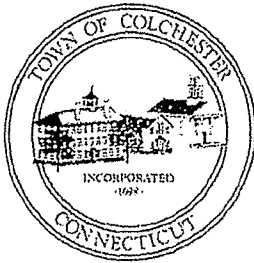
1. Knowledge of care and handling of dogs.
2. Knowledge of nature, purpose and enforcement of laws relating to dogs.
3. Knowledge of operation of a dog pound.
4. Interpersonal skills. Oral and written communication skills.
5. Must be able to perform the essential functions of the job with or without reasonable accommodations.

**Job Description**  
**Animal Control Officer**  
**Page 2**

**EXPERIENCE AND TRAINING:**

1. High School diploma or equivalent.
2. Three to five years experience in the handling and control of dogs.

This job description is illustrative of tasks and responsibilities and not meant to be all-inclusive of every task or responsibility. It is a temporary management guide/tool and subject to change.



**Town of Colchester  
Job Description**

**Police Department  
Administrative Assistant**

***GENERAL STATEMENT OF DUTIES***

Perform administrative duties for Police Department. Work in a safe and responsible manner, including following both OSHA and Town of Colchester safety policies.

***WORK SCHEDULE***

Monday-Friday, 8:30am-4:30pm with a one-hour lunch (35 hours/week); evenings as required.

***SUPERVISOR***

Work under the direct supervision of the Resident State Trooper supervisor and the administrative supervision of the First Selectman.

***SUPERVISION EXERCISED***

None

***ESSENTIAL DUTIES***

- Maintain strict confidentiality.
- Respond to customers questions and concerns with accuracy and professionalism.
- Direct phone calls to the officers, resident trooper, or state police.
- Input infractions, misdemeanor summons, and warnings. Order and List ticket book numbers, maintain files.
- Pistol Permits: get identification, fingerprints, notarized application, birth certificate and gun safety course. Record name, dob, date sent out and returned, send fingerprints to CSP, fill out temporary permit, have it signed by First Selectman, sent letter to pick up permit. Write a receipt for check (check and copy of receipt goes to finance), fill in date issued on permit. Maintain permanent files.
- Special Duty: get name, address, phone number of person to send bill to. Assign officer by card system per union contract, fill out special duty form, print letter and send copy of form for payment, make copy of check, special duty form and give to finance.
- Input and maintain department budget, pay bills.
- Compile monthly, quarterly and yearly statistical reports from the daily logs,
- Send out Radar and Laser Units for calibrations every 6 months.
- Input and maintain officer's Recertification, MRT and Training records.
- Clerk police commission meetings, type and post on line and in Town Clerks office, send out agenda and last month's minutes to the police commissioners before meeting. Input minutes and post on line and at Town Clerks office, set up and send letters to new candidates for interview times, for new candidates
- New Officers: get a list of candidates that have taken the LEC test, send out agility test letters with applications, doctor's permission forms and required agility test functions, set up and send letters to new candidates for interview times, make up packets of test questions for each candidate for each interviewer, set up polygraph, psychological and medical test for new candidates.
- Maintain and assist in coordination, preparation, scheduling and other related activities for Federal, State or Local Grants.
- Provide timely information to the appropriate person for or maintain department web page.
- Assist in coordination, preparation and scheduling of other police related activities.

- Represent the department in a professional courteous manner.
- Provide extensive public contact, i.e. phone, routine inquiries, written correspondence, and person-to-person.
- Animal Control Officer Liaison responsibilities: Receive all phone calls from the public regarding questions, complaints, etc. Whenever possible advise resident of Town Ordinances.
- Complete time sheet for Animal Control Officer and Assistant Animal Control Officer.

### ***REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES***

#### 1) Must have:

- Knowledge of office management practices and procedures.
- Strong interpersonal skills and ability to work well with the public.
- Excellent written and oral communication skills.
- Understanding of procedures and requirements of the Freedom of Information Act or ability to learn.
- Strong communication and customer service skills.

#### 2) Must be able to:

- Communicate and work effectively with diverse groups and individuals.
- Exhibit a professional manner with other employees and the public.
- Work independently and be self-motivated.
- Maintain accurate records.
- Lift and/or move up to 45 pounds.
- Perform the essential functions of the job with minimal supervision and with or without reasonable accommodations.
- Effectively operate software necessary for the job, such as Word, Excel, Access, Publisher or Munis.

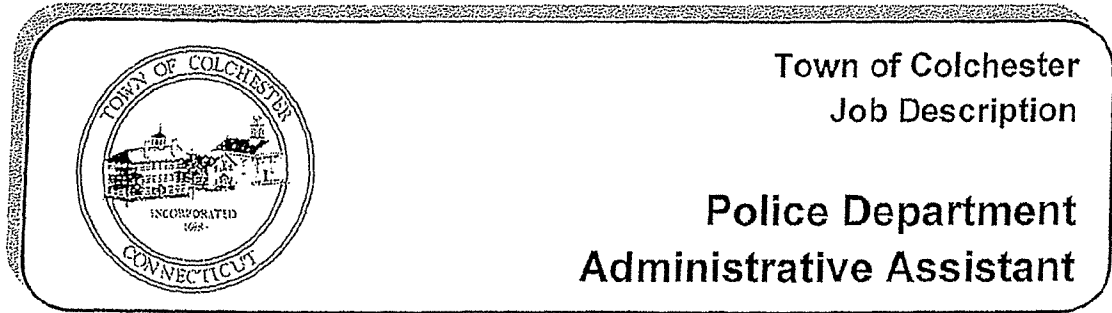
### ***EDUCATION AND EXPERIENCE***

- High School diploma or equivalent.
- Two years experience in general clerical work with municipal experience preferred; or an equivalent combination of education and experience.

### ***WORK ENVIRONMENT***

It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

*This job description is not all-inclusive and is subject to change by the Board of Selectmen at any time.  
Full-time; union; hourly; non-exempt*



**GENERAL STATEMENT OF DUTIES**

Perform administrative duties for Police Department. Work in a safe and responsible manner, including following both OSHA and Town of Colchester safety policies.

**WORK SCHEDULE**

Monday-Friday, 8:30am-4:30pm with a one-hour lunch (35 hours/week); evenings as required.

**SUPERVISOR**

Work under the direct supervision of the Resident State Trooper supervisor and the administrative supervision of the First Selectman.

**SUPERVISION EXERCISED**

None

**ESSENTIAL DUTIES**

- Maintain strict confidentiality.
- Respond to customers questions and concerns with accuracy and professionalism.
- Direct phone calls to the officers, resident trooper, or state police.
- Input infractions, misdemeanor summons, and warnings. Order and List ticket book numbers, maintain files.
- Pistol Permits: get identification, fingerprints, notarized application, birth certificate and gun safety course. Record name, dob, date sent out and returned, send fingerprints to CSP, fill out temporary permit, have it signed by First Selectman, sent letter to pick up permit. Write a receipt for check (check and copy of receipt goes to finance), fill in date issued on permit. Maintain permanent files.
- Special Duty: get name, address, phone number of person to send bill to. Assign officer by card system per union contract, fill out special duty form, print letter and send copy of form for payment, make copy of check, special duty form and give to finance.
- Input and maintain department budget, pay bills.
- Compile monthly, quarterly and yearly statistical reports from the daily logs,
- Send out Radar and Laser Units for calibrations every 6 months.
- Input and maintain officer's Recertification, MRT and Training records.
- Clerk police commission meetings, type and post on line and in Town Clerks office, send out agenda and last month's minutes to the police commissioners before meeting. Input minutes and post on line and at Town Clerks office, set up and send letters to new candidates for interview times, for new candidates
- New Officers: get a list of candidates that have taken the LEC test, send out agility test letters with applications, doctor's permission forms and required agility test functions, set up and send letters to new candidates for interview times, make up packets of test questions for each candidate for each interviewer, set up polygraph, psychological and medical test for new candidates.
- Maintain and assist in coordination, preparation, scheduling and other related activities for Federal, State or Local Grants.
- Provide timely information to the appropriate person for or maintain department web page.
- Assist in coordination, preparation and scheduling of other police related activities.

- Represent the department in a professional courteous manner.
- Provide extensive public contact, i.e. phone, routine inquiries, written correspondence, and person-to-person.

### ***REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES***

#### 1) Must have:

- Knowledge of office management practices and procedures.
- Strong interpersonal skills and ability to work well with the public.
- Excellent written and oral communication skills.
- Understanding of procedures and requirements of the Freedom of Information Act or ability to learn.
- Strong communication and customer service skills.

#### 2) Must be able to:

- Communicate and work effectively with diverse groups and individuals.
- Exhibit a professional manner with other employees and the public.
- Work independently and be self-motivated.
- Maintain accurate records.
- Lift and/or move up to 50 pounds.
- Perform the essential functions of the job with minimal supervision and with or without reasonable accommodations.
- Effectively operate software necessary for the job, such as Word, Excel, Access, Publisher or Munis.

### ***EDUCATION AND EXPERIENCE***

- High School diploma or equivalent.
- Two years experience in general clerical work with municipal experience preferred; or an equivalent combination of education and experience.

### ***WORK ENVIRONMENT***

It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

*This job description is not all-inclusive and is subject to change by the Board of Selectmen at any time.  
Full-time; union; hourly; non-exempt*



**Town of Colchester  
Job Description**

**First Selectman's Office  
Department Clerk**

***GENERAL STATEMENT OF DUTIES***

Work in a safe and responsible manner, including following both OSHA and Town of Colchester safety policies.

Responsible for the distribution of all incoming and outgoing mail. Responsible for performing a variety of secretarial, reception and general clerical duties, answering phones, make copies, perform mass mailings.

***WORK SCHEDULE***

Monday-Friday, 1:00 p.m. - 5:00pm (primarily)

***SUPERVISOR***

Works under the direct supervision of the Executive Assistant and the First Selectman

The following is an illustrative and non-exhaustive list of duties:

- Posting and mailing of all outgoing mail, including some packages and Certified Mail.
- Organize work and establish priorities within work assignment.
- Perform general receptionist duties: answer telephones, direct calls, take messages and filing.
- Operate central copier: copy, collate, staple and distribute copies.
- Update bulletin board in lobby. Remove all items placed on the board that are advertisement (for profit companies). Maintain/update second bulletin board with required posters as directed by the State of Connecticut.
- Receive requests for Town Hall meeting rooms via e-mail, phone requests. Add to Meeting Room Calendar. Once a year send out notices to all groups/organization (non profit) that have used rooms during the past year, asking for their requests for the following year.
- Complete all invoices for First Selectman's Office and track First Selectman budget through Munis.
- Accept applications from residents for court ordered community service. Forward to State of Connecticut, Department of Public Safety for background checks.
- Administrate State and local permits required by the office/State, i.e. Raffles, Bazaars, etc.
- Liaison for Memorial Day Parade to the Memorial Day Parade Committee.
- Order and maintain all office supplies.
- Be aware of all BID notices (set up folder with pertinent dates and copy of FRP).
- Maintain all Town Hall bulletin boards.
- Produce records in accordance with the Freedom of Information Act.
- Other duties as assigned by the Executive Assistant or the First Selectman.



### ***REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES***

- 1) Ability to handle confidential matters a must.
- 2) Ability to communicate and work effectively with the public and other employees.
- 3) Ability to maintain accurate records.
- 4) Telephone and organizational skills essential.
- 5) Must have:
  - a) Strong interpersonal skills and ability to work well with the public.
  - b) Excellent written and oral communication skills.
- 6) Must be able to:
  - a) Work independently.
  - b) Maintain accurate records.
  - c) Perform the essential functions of the job with minimal supervision and with or without reasonable accommodations.
  - d) Effectively operate Word, Excel, Outlook, Access, or comparable computer programs.

### ***EDUCATION AND EXPERIENCE***

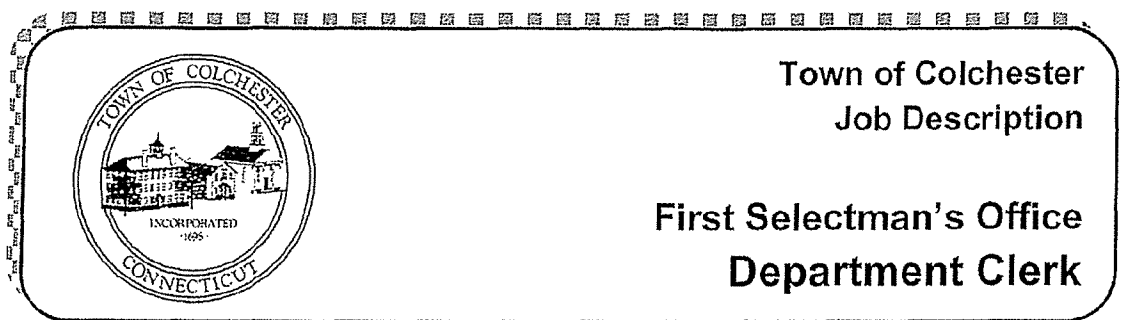
- High School Diploma or Equivalent
- Computer and typing experience
- Professional telephone answering experience
- Minimum of 2 Years in general clerical/receptionist work.
- Experience maintaining filing system.

### ***WORK ENVIRONMENT***

It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

Part-time; non-union; hourly; non-exempt

*This job description is not all-inclusive and is subject to change by the Board of Selectmen at any time.*



**GENERAL STATEMENT OF DUTIES**

Work in a safe and responsible manner, including following both OSHA and Town of Colchester safety policies.

Responsible for the distribution of all incoming and outgoing mail. Responsible for performing a variety of secretarial, reception and general clerical duties, answering phones, make copies, perform mass mailings.

**WORK SCHEDULE**

Monday-Friday, 1:00 p.m. - 5:00pm (primarily)

**SUPERVISOR**

Works under the direct supervision of the Executive Assistant and the First Selectman

The following is an illustrative and non-exhaustive list of duties:

- Posting and mailing of all outgoing mail, including some packages and Certified Mail.
- Organize work and establish priorities within work assignment.
- Perform general receptionist duties: answer telephones, direct calls, take messages and filing.
- Operate central copier: copy, collate, staple and distribute copies.
- Update bulletin board in lobby. Remove all items placed on the board that are advertisement (for profit companies). Maintain/update second bulletin board with required posters as directed by the State of Connecticut.
- Receive requests for Town Hall meeting rooms via e-mail, phone requests. Add to Meeting Room Calendar. Once a year send out notices to all groups/organization (non profit) that have used rooms during the past year, asking for their requests for the following year.
- Animal Control Officer Liaison responsibilities: Receive all phone calls from the public regarding questions, complaints, etc. Whenever possible advise resident of Town Ordinances.
- Complete time sheet for Animal Control Officer and Assistant Animal Control Officer.
- Complete all invoices for First Selectman's Office and track First Selectman budget through Munis.
- Accept applications from residents for court ordered community service. Forward to State of Connecticut, Department of Public Safety for background checks.
- Administrate State and local permits required by the office/State, i.e. Raffles, Bazaars, etc.
- Liaison for Memorial Day Parade to the Memorial Day Parade Committee.
- Order and maintain all office supplies.
- Be aware of all BID notices (set up folder with pertinent dates and copy of FRP).
- Maintain all Town Hall bulletin boards.
- Produce records in accordance with the Freedom of Information Act.
- Other duties as assigned by the Executive Assistant or the First Selectman.

### ***REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES***

- 1) Ability to handle confidential matters a must.
- 2) Ability to communicate and work effectively with the public and other employees.
- 3) Ability to maintain accurate records.
- 4) Telephone and organizational skills essential.
- 5) Must have:
  - a) Strong interpersonal skills and ability to work well with the public.
  - b) Excellent written and oral communication skills.
- 6) Must be able to:
  - a) Work independently.
  - b) Maintain accurate records.
  - c) Perform the essential functions of the job with minimal supervision and with or without reasonable accommodations.
  - d) Effectively operate Word, Excel, Outlook, Access, or comparable computer programs.

### ***EDUCATION AND EXPERIENCE***

- High School Diploma or Equivalent
- Computer and typing experience
- Professional telephone answering experience
- Minimum of 2 Years in general clerical/receptionist work.
- Experience maintaining filing system.

### ***WORK ENVIRONMENT***

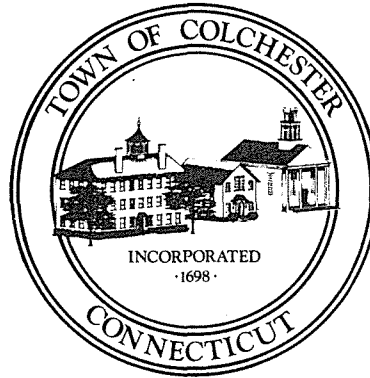
It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

Part-time; non-union; hourly; non-exempt

*This job description is not all-inclusive and is subject to change by the Board of Selectmen at any time.*

Project Name	Description	Deliverables	Effort	Owner	Status
Vehicle Plan	Examination of the number, type, usage, and maintenance of vehicle fleet	Authorized number of vehicles, replacement plan, financial plan, vehicle policy	High	Schuster	In progress
Measurement System	Monthly report with activity and performance measures of town operations	Monthly report to BoS and BoF	High	Kennedy	In progress
Website Revision	Structural and content changes to website to make information flow easier	New website design and content	Low	Tate	In progress
Land Use Attorney	Conduct RFP for new/additional attorneys for land use	Selection of one or more attorney's for land use counsel and litigation	Medium	Turner	In progress
Zoning Regulation Rewrite	Complete rewrite of zoning regulations to make them easier to navigate	Approved regulations	High	Turner	In progress
2011 Revaluation	Selection of vendor to conduct revaluation inspections	Contract award	High	Chaponis	In progress
Library Consortium	Selection of library consortium and migration to new system	System in place, migration completed	Medium	Byroade	In progress
Health District	Determination if Colchester should join a health district and if so, which one	Health District Task Force Recommendation	Medium	Mis	In progress
Facility Security Improvements	Confidential	Confidential	Low	Plunkett	In progress
Public Works/P&R/Water Union Contract	Negotiation of successor contract which expires 6/30/10	Successor contract	High	Schuster	In progress
Town Hall Energy Efficiency	Entering into a performance contract with and ESCO for the purpose of substantially reducing energy needs of town hall	Performance Contract	High	Plunkett	In progress
Sewer and Water Planning (STEAP Grant)	Development of plans for expansion of sewer and water system	Expansion Plans	Medium	Turner	In progress
Library Union Negotiations	Negotiation of initial contract	Contract	High	Schuster	In progress
Hebron Land	Potential transfer of land owned by Colchester in Hebron to the town of Hebron	Land transfer	Low	Turner	Planning
CIP Process	Development of process to build and maintain the CIP	BoS/BoF approval of process	Medium	Schuster	Planning
Personnel Policies	Revision of personnel policies	Personnel Policies Handbook	High	Kennedy	Planning
Fee Relief Program	Development of program to give certain businesses relief from fees	Approved program	Medium	Schuster	Planning
Police Operational Model	Propose new operational model for Police Department	Draft Proposal	High	Schuster	Planning
OPEB	Establishment of process, guidelines, oversight, and ordinances to fund OPEB	Governing body, ordinance, funding plan	High	Cosgrove	Future Project
Budget Process	Review and recommendation of new process to craft annual budget	Process approval of BoS and BoF	Medium	Schuster	Future Project
Management Information Plan	Develop a vision and plan for the improvement of workflow management, reporting, and online services	MI Plan	High	Tate	Future Project
Community Services	Development of plan to consolidate Town and School deliver of Community Services	Community Services Plan	High	Schuster	Future Project
Fire Department Strategic Plan	Development of Strategic Plan	Strategic Plan	High	Cox	Future Project
Youth and Social Services Merging			Medium	Geato	Complete
Clerical Union Job Descriptions			Low	Hill	Complete
2010-2011 Budget			High	Schuster	Complete
Labor Attorney			Medium	Schuster	Complete
Probate Court			Low	Schuster	Complete

**Code Administration**  
Building Official  
Fire Marshal  
Wetlands Enforcement



**Planning and Zoning**  
Planning Director  
Zoning Enforcement  
Town Engineer

To: Gregg Schuster

From: Adam Turner *ABT*

Date: June 7, 2010

Re: Budget Transfer

For several years we have utilized the talents of William Brewster for architectural and design services. Mr. Brewster has performed a variety of specific tasks including architectural reviews for the Historical District Commission, development of design standards for the business park mixed use district and development of façade perspectives for Linwood Avenue and the Town center area.

When we required some graphic and design assistance in presenting our Lebanon Avenue corridor study, we utilized Mr. Brewster. The total cost was \$1,550. Mr. Brewster produced several detailed work products including a project plan and map, several site drawings and a possible entrance feature for the Airline Trail Spur.

We will include this material in our Small Town Economic Assistance Program grant. It illustrates our progress in asserting that it is "shovel ready". It also illustrates our vision for the corridor.

I have normally used Mr. Brewster throughout my tenure in Town for as design services of all varieties. His payment is normally made out of a professional services account (11411-44208). This is the account we use for day to day outside services specifically for graphics and other services that we are not really equipped to handle.

In this case I did not realize that the professional services account had been exhausted from covering a local match cost issue relating to the firehouse renovation grant from the State. I request to transfer remaining funds from a professional membership account (1411-43258) into the professional services account (11411-44208) so that we might pay Mr. Brewster. This should have no affect on the professional membership accounts as all activities regarding these have been completed.

Thank you for your consideration.

Town of Colchester  
 General Fund  
 Budget Transfer/Additional Appropriation

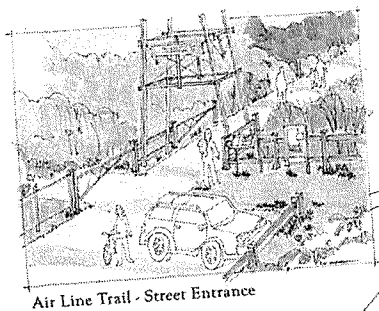
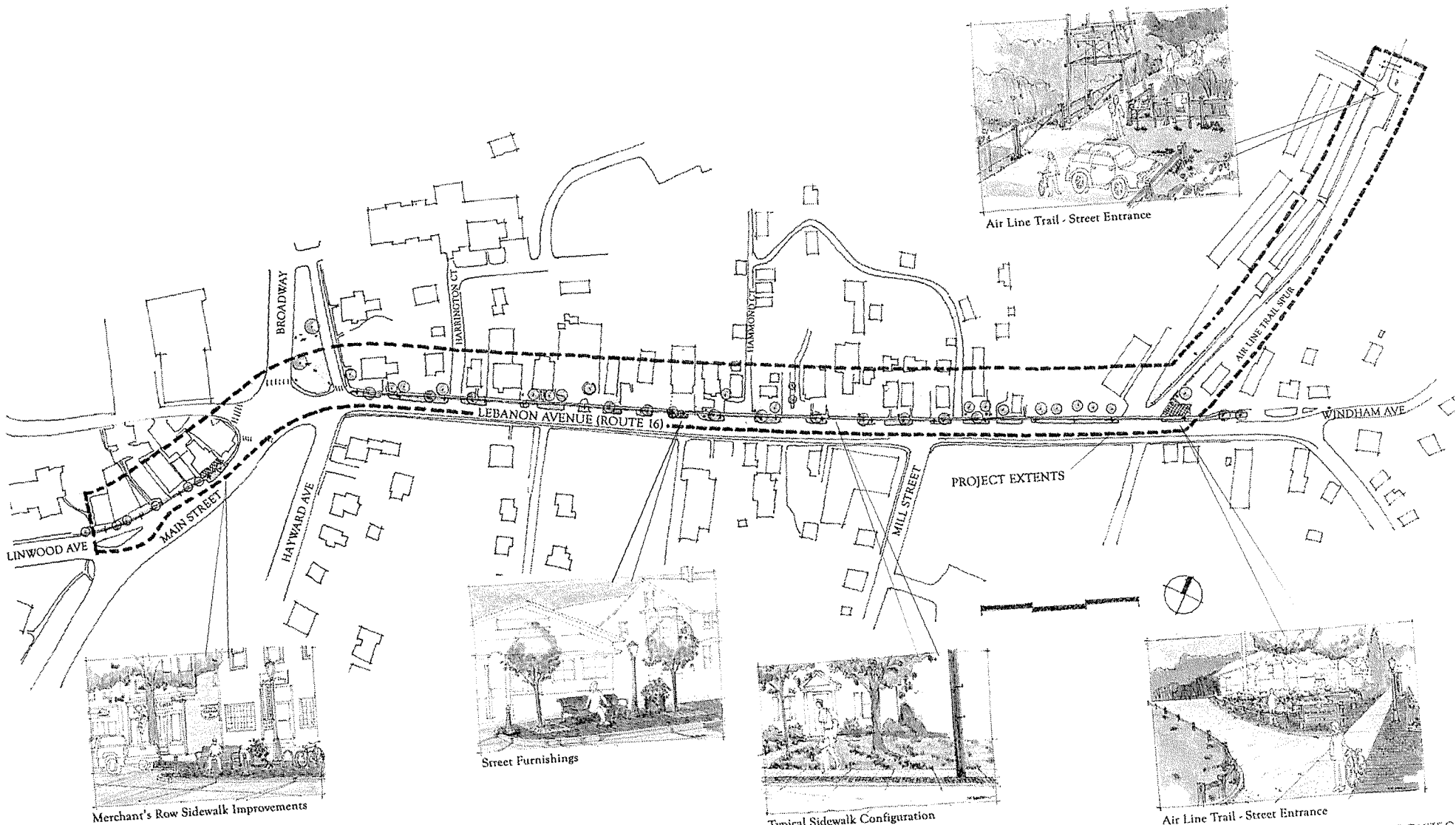
Department: Planning & Code Administration

Reason for Request: Services for the sidewalk improvements as part of the Lebanon Ave. Revitalization

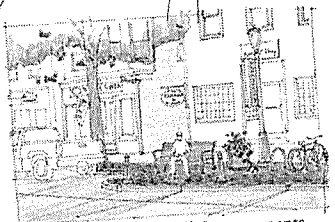
Reason for Available Funds: Staff did not apply for as many memberships as anticipated or covered costs themselves

From:	Account Number	Account Name	Amount
	11411-43258	Professional Memberships	1,041
To:	11411-44208		1,041

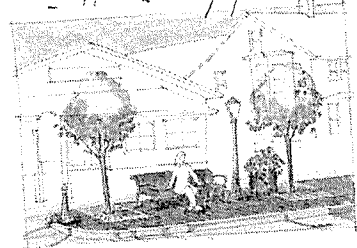
May 28, 2010	<i>AZ</i>
<b>Date Requested</b>	Department Director or Supervisor
<i>4/11/10</i>	<i>[Signature]</i>
<b>Date Reviewed</b>	Chief Financial Officer
<i>6/2/10</i>	<i>[Signature]</i>
<b>Date Approved</b>	First Selectman
<b>Date Approved</b>	Board of Selectmen Clerk
<b>Date Approved</b>	Board of Finance Clerk



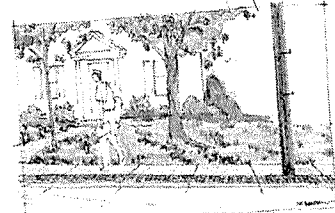
Air Line Trail - Street Entrance



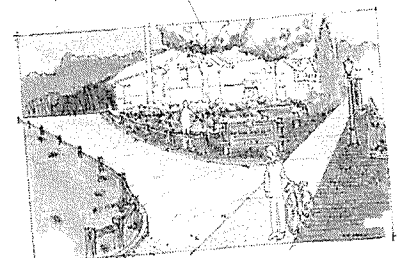
Merchant's Row Sidewalk Improvements



Street Furnishings



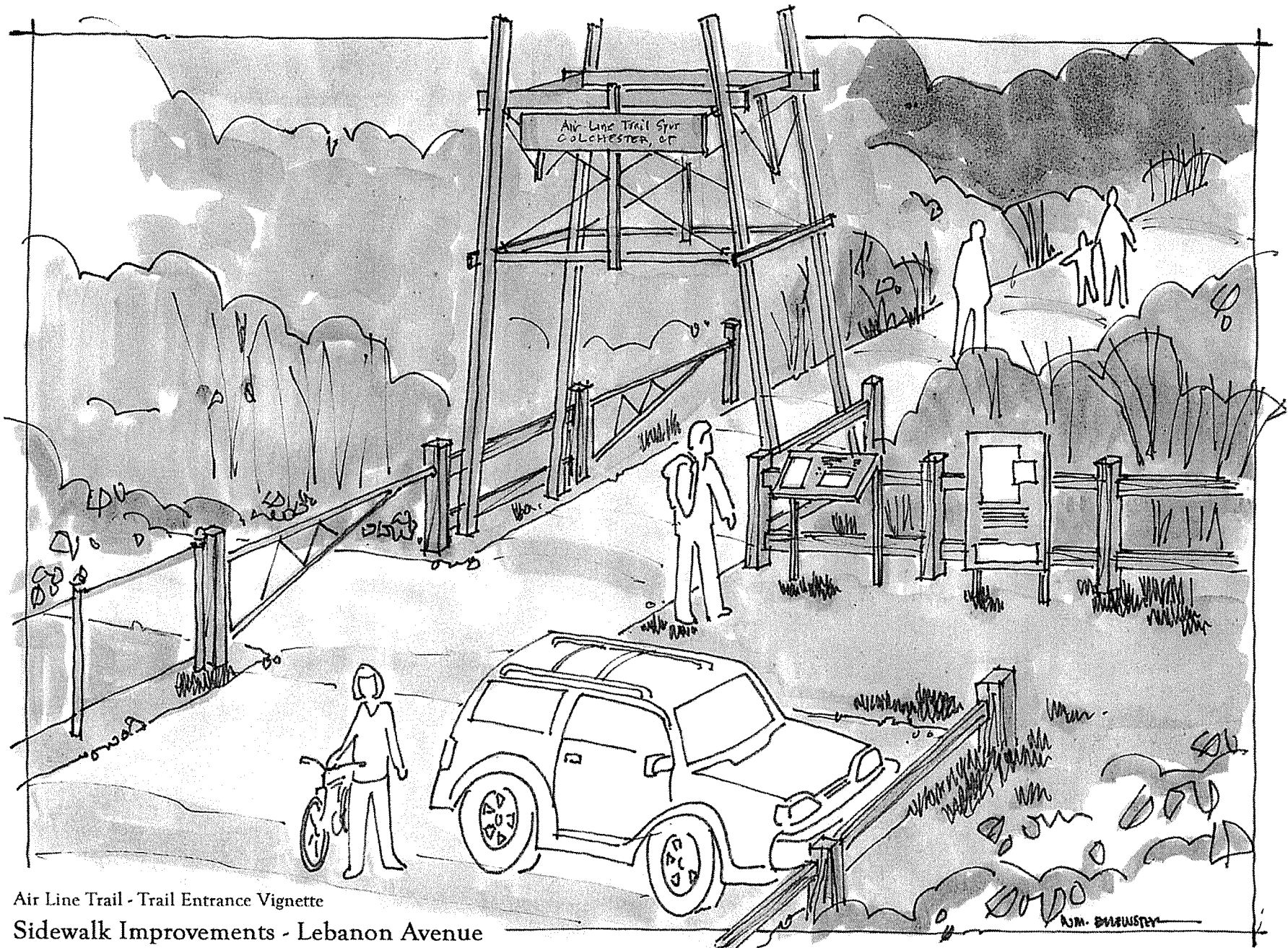
Typical Sidewalk Configuration



Air Line Trail - Street Entrance

**BREWSTER ARCHITECTS**  
111 OLIVER ROAD, LEBANON, CONNECTICUT

Sidewalk Improvements - Lebanon Avenue  
Town of Colchester Connecticut  
April 2010



Air Line Trail - Trail Entrance Vignette  
Sidewalk Improvements - Lebanon Avenue  
Town of Colchester Connecticut  
April 2010





Street Furnishings - Vignette

Sidewalk Improvements - Lebanon Avenue

Town of Colchester Connecticut

April 2010

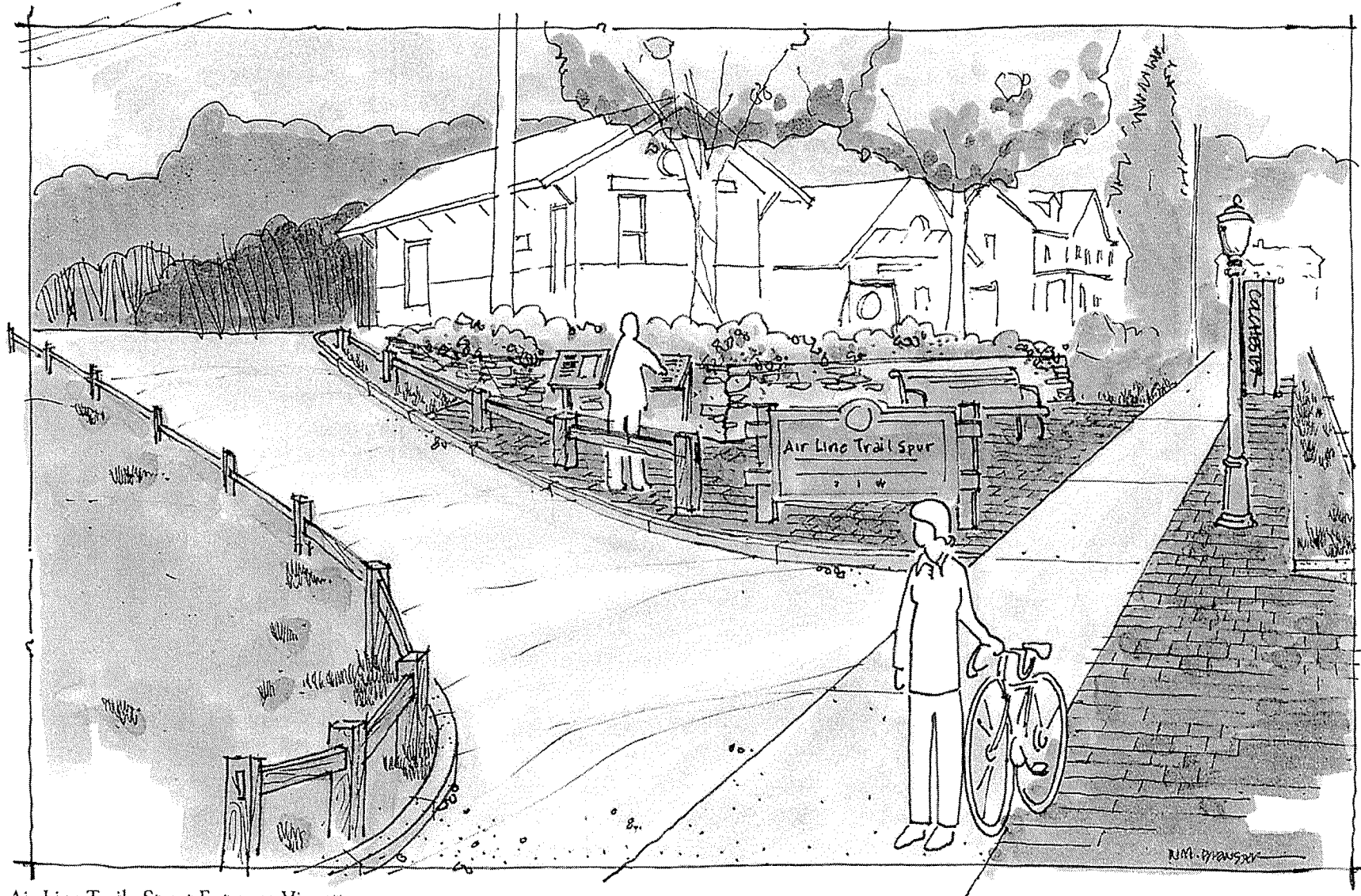
**BREWSTER** | ARCHITECTS  
111 OLIVER ROAD, LEBANON, CONNECTICUT



Merchant's Row Sidewalk Improvements

Sidewalk Improvements - Lebanon Avenue  
Town of Colchester Connecticut  
April 2010

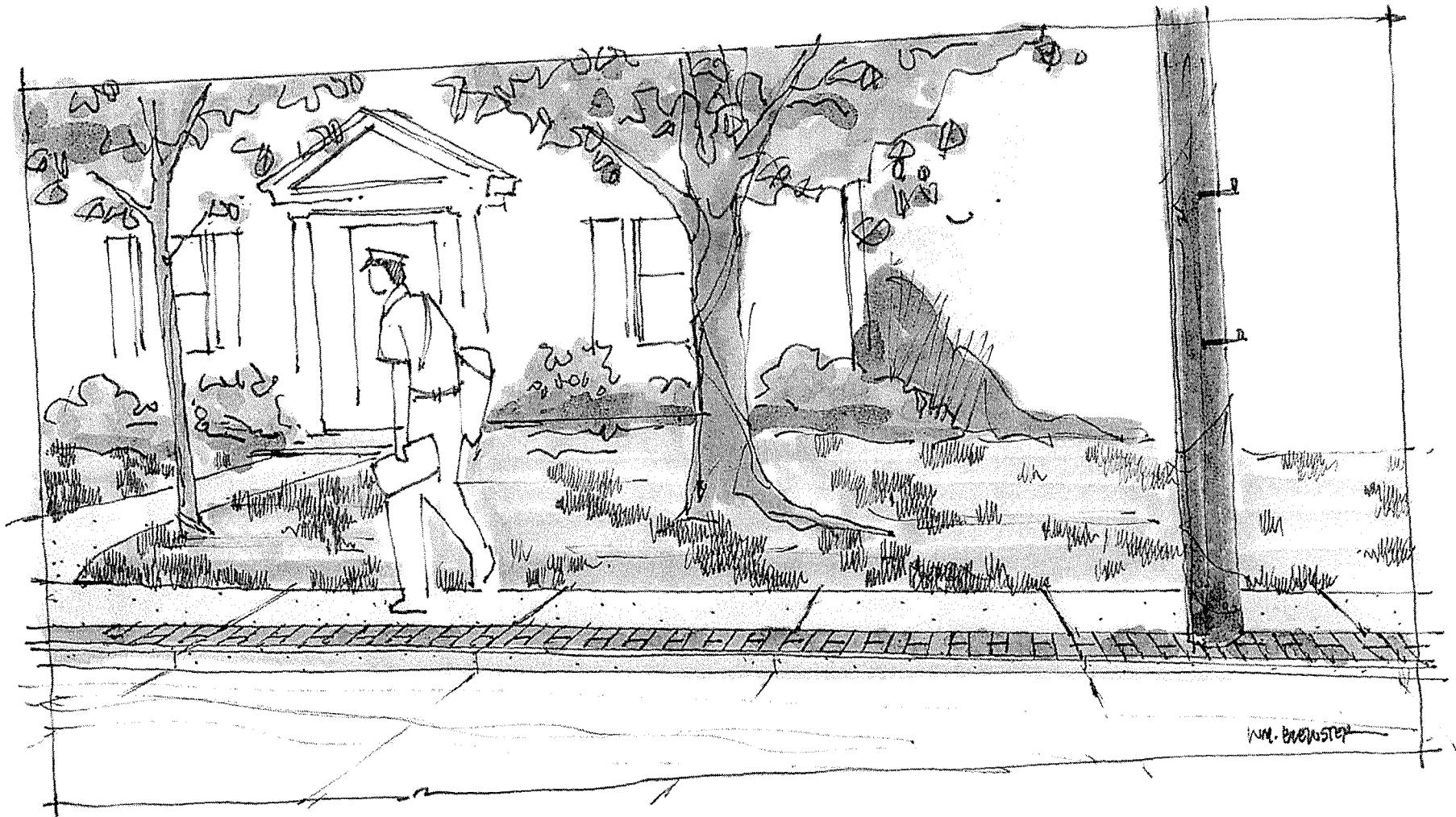
**BREWSTER** | ARCHITECTS  
111 OLIVER ROAD, LEBANON, CONNECTICUT



Air Line Trail - Street Entrance Vignette

Sidewalk Improvements - Lebanon Avenue  
Town of Colchester Connecticut  
April 2010

**BREWSTER** | ARCHITECTS  
111 OLIVER ROAD, LEBANON, CONNECTICUT

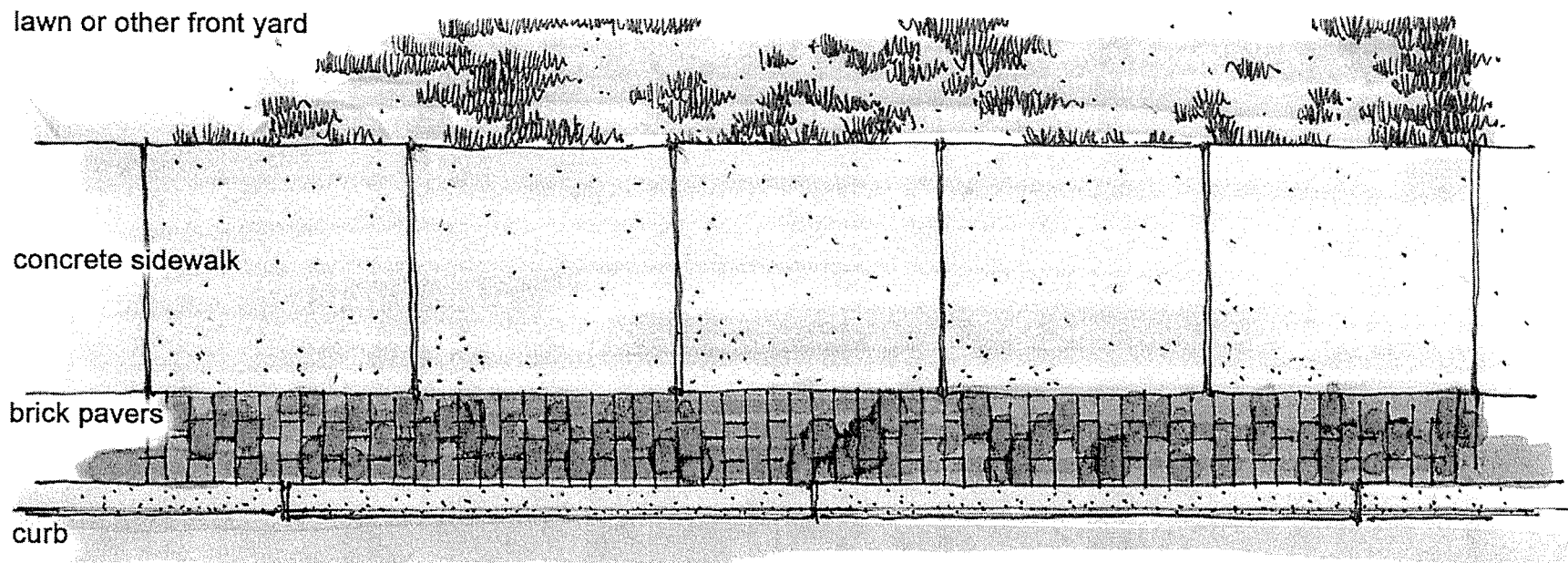


Typical Sidewalk Configuration - Vignette

Sidewalk Improvements - Lebanon Avenue  
Town of Colchester Connecticut  
April 2010

**BREWSTER | ARCHITECTS**  
111 OLIVER ROAD LEBANON, CONNECTICUT

lawn or other front yard



Typical Sidewalk Configuration - Plan

Sidewalk Improvements - Lebanon Avenue  
Town of Colchester Connecticut  
April 2010

**BREWSTER** | ARCHITECTS  
111 OLIVER ROAD, LEBANON, CONNECTICUT



Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation


Department:

Reason for Request:


Reason for Available Funds:

From:	Account Number	Account Name	Amount
	12202-42323	Protective clothing & safety equipment	4,000
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	Account Number	Account Name	Amount
	12202- <del>44286</del> 45216	Physicals & Testing	4,000
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

  
Date Requested Department Director or Supervisor - Signature

Print Name

  
Date Reviewed Chief Financial Officer

  
Date Approved First Selectman

\_\_\_\_\_  
Date Approved Board of Selectmen Clerk

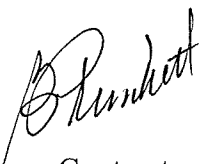
\_\_\_\_\_  
Date Approved Board of Finance Clerk

**Town of Colchester**  
**127 Norwich Avenue**  
**Suite 202**  
**Colchester, CT 06415**

Gregory J. Plunkett  
Director of Facilities and Operations  
gplunkett@colchesterct.org

Tel. (860) 537-7267  
Fax. (860) 537-1252  
Cell (860) 303-0125

May 26, 2010

TO: Gregg Schuster  
FROM: Greg Plunkett   
RE: Elevator Maintenance Contract

We sent an RFP to five companies and placed an ad in the Norwich Bulletin to obtain services to maintain our elevators. On May 25 we received four bids. The results are attached.

I am requesting the Board of Selectmen award the maintenance and repair of the elevators for the 2010-2011 year at Town Hall and Cragin Library to Hartford Elevator.

A copy of the bid tabulation is attached.

Town of Colchester/Colchester Public Schools  
Elevator Bids  
2010-2011

**MAINTENANCE ANNUAL FEE**

Bidder	Town Hall E	Cragin E	Totals
Hartford Elevator	\$650.00	\$650.00	\$1,300.00
Independent	\$675.00	\$675.00	\$1,350.00
Delta	\$620.00	\$620.00	\$1,240.00
Elevator Service Co.	\$675.00	\$675.00	\$1,350.00

**CALL BACK / REPAIR - HOURLY**

	Reg Time	Holiday Time	Parts		
			Discount	Resp Time	24 hr Svc
Hartford Elevator	\$150.00	\$225.00	cost + 10%	2 hrs	yes
Independent	\$170.00	\$275.00	cost+10%	2 hrs	yes
Delta	\$170.00	\$320.00	\$0.00	1 hr	yes
Elevator Service Co	\$162.50	\$325.00	20%	4 hrs	yes




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June 3, 2010

TO: Gregg Schuster  
FROM: Greg Plunkett   
RE: Fire Alarm Service

On May 25 we opened bids received for Fire Alarm Service. We notified seven contractors of the RFP, advertised in the newspaper and on our website. We received six bids. Based on the bids received we recommend the following:

CINTAS be awarded the contract for service and repair of the fire alarm systems for all Town facilities.

Attached is a copy of the tabulation for bids received.

Town of Colchester

Bid Tabulation  
 Fire Alarm Service  
 May 25, 2010

**Fire Alarm Service**

Bidder	Town Hall	Sr Ctr	Youth Ctr	Co 1	Co 2	Cragin	Fleet Maint	Totals
Am Alarm	\$400.00	\$300.00	\$300.00	\$380.00	\$300.00	\$400.00	\$300.00	\$2,380.00
ASP	\$680.00	\$580.00	\$580.00	\$820.00	\$560.00	\$880.00	\$240.00	\$4,340.00
Fire Tech	\$300.00	\$200.00	\$200.00	\$250.00	\$100.00	\$300.00	\$200.00	\$1,550.00
Cintas	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$1,225.00
FPT	\$250.00	\$170.00	\$170.00	\$250.00	\$150.00	\$325.00	\$200.00	\$1,515.00
TPC	\$543.00	\$341.00	\$341.00	\$698.00	\$299.00	\$728.00	\$427.00	\$3,377.00

**Call Back Rates**


	American	ASP	Fire Tech	Cintas	FPT	TPC
Regular	\$90.00	\$160.00	\$99.00	\$80.00	\$126.00	\$103.00
Holiday	\$135.00	\$216.00	\$148.00	\$120.00	\$189.00	\$206.00

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Cell (860) 303-0125

May 25, 2010

TO: Gregg Schuster  
FROM: Greg Plunkett   
RE: Fire Extinguisher and Exhaust Hood Service

On May 25 we opened bids received for Fire Extinguisher/Hood Service and Repair. We notified five contractors of the RFP, advertised in the newspaper and on our website. We received only two bids. The bid tabulation is attached. We recommend the following:

1. **Life Safety Service and Supply** receive the contract to provide Exhaust Hood cleaning and inspection for Fire Company 1.
2. **Life Safety Service and Supply** should also receive the contract for Fire Extinguisher service and inspection at Town Hall, Youth Center, Senior Center, Fire Co 1, Fire Co 2 and Cragin Memorial Library

Town of Colchester  
Colchester Public Schools

Fire Extinguisher Service and Repair  
Bid Tabulation

Mat 25, 2010

**Hood Cleaning and Inspection**

Bidder	CO 1	
Life Safety	\$90.00	Insp and Clean
Cintas	\$100.00	

**Call Back Rates**

Bidder	Regular	Holiday
Life Safety	\$90.00	\$90.00
Cintas	\$75.00	\$115.00

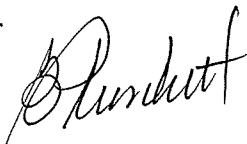
**See attached for extinguisher service rates**

**Town of Colchester**  
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May 26, 2010

TO: Gregg Schuster  
FROM: Greg Plunkett   
RE: Generator Service and Repair

On May 25 we opened bids received for Generator Service and Repair. We notified five contractors of the RFP, advertised in the newspaper and on our website. We received five bids for this service. Based on the bids received we recommend the following:

1. **GDL Services** receive the contract to provide service and repair for the generators at Town Hall, Fire Department Company 1 and Company 2.

We request the Board of Selectmen award the contract for this service to GDL Services for 2010-2011.

Attached is a copy of the Bid Tabulation.

Town of Colchester  
Colchester Public Schools

Bid Tabulation  
Generator Service and Repair  
May 25, 2010

**Required Services**

Bidder	Town Hall	Co 1	Co 2		
Huntington					
Minor	250.00	210.00	210.00	670.00	
Major	630.00	430.00	430.00	1,490.00	
					2,160.00
Atlantic Detroit Diesel-Allison					
Minor	245.00	200.00	110.00	555.00	
Major	350.00	250.00	175.00	775.00	
					1,330.00
GDL Services LLC					
Minor	125.00	125.00	125.00	375.00	
Major	410.00	275.00	215.00	900.00	
					1,275.00
Kinsley Power Systems					
Minor	250.00	250.00	250.00	750.00	
Major	787.00	530.00	375.00	1,692.00	
					2,442.00
Advanced Power Services LLC					
Minor	215.00	215.00	215.00	645.00	
Major	375.00	375.00	170.00	920.00	
					1,565.00

**Call Back Rates**


Bidder	Regular	Holiday
Huntington	100.00	150.00
Atlantic	90.00	135.00
GDL Services LLC	82.00	123.00
Kinsley Power Systems	175.00	300.00
Advanced Power Services LLC	85.00	127.50

**Town of Colchester**  
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Cell (860) 303-0125

May 26, 2010

TO: Gregg Schuster  
FROM: Greg Plunkett   
RE: Heating/HVAC Contract

We issued an RFP to secure maintenance and repair services for heating and air conditioning for all Town buildings. We sent the RFP to six companies and advertised in the Norwich Bulletin and on the Town's website. On May 25<sup>th</sup> we received four bids. The results are attached.

I am requesting the Board of Selectmen award the maintenance and repair of the heating and air conditioning to **Reliable Oil** for the Youth Center, Senior Center and the Fire Department.

I am also requesting the Board of Selectman award the maintenance and repair of the heating and air conditioning to **SOLO Mechanical** for the Town Hall and Cragin Memorial Library.

Town of Colchester  
 Colchester Public Schools  
 HVAC/Heating  
 Repair and Maintenance  
 May 25, 2010  
 Bid Tabulation

Bidder	Town Hall heat/air	Senior Ctr	Youth Ctr	Cragin heat/air	Fire Dept heat/air
SOLO	500/1800	400	400	800/500	1000/200
Reliable	400/2000	350	200	1000/400	800/200
Emccr	7446/18148	4,688	3,556	6,840	13,288
Tradesman	1704/1680	410	475	453/549	1357/150

CALL BACK/REPAIR

	Oil Reg	Oil OT	Air Reg	Air OT	Response Time
SOLO	\$82.00	\$123.00	\$82.00	\$123.00	2hrs
Reliable	\$115.00	\$172.50	\$115.00	\$172.50	1hr
Emccr	\$88.00	\$132.00	\$88.00	\$132.00	2 hr
Tradesman	\$70.00	\$105.00	\$70.00	\$105.00	2.5 hrs




**Town of Colchester**  
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gplunkett@colchesterct.org

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Cell (860) 303-0125

May 26, 2010

TO: Gregg Schuster  
FROM: Greg Plunkett   
RE: Security System Service and Monitoring

On May 25 we opened bids received for Security Systems Service and Monitoring. The RFP was mailed to four potential bidders as well as advertised in the newspaper and on the Town's website. We received only one bid for Service and monitoring..

We request the Board of Selectmen award the contract for this service to American Alarm Company for 2010-2011.

Attached is a copy of the Bid Tabulation..

Town of Colchester  
Colchester Public Schools

Bid Tabulation  
Security System Service and Monitoring  
May 25, 2010

**Service**

	Town Hall	Police	Youth Ctr	Fleet M	Cragin	
American Alarm	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	Annual

**Monitoring**

	Town Hall	Police	Youth Ctr	Fleet M	Cragin	
American Alarm	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	/month /month

**Call Back**


	Regular	Holiday
American Alarm	\$90.00	\$135.00

**Town of Colchester**  
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Cell (860) 303-0125

May 25, 2010

TO: Gregg Schuster  
FROM: Greg Plunkett   
RE: Sprinkler System Service

On May 25 we opened bids received for Sprinkles System Service. We notified six contractors of the RFP, advertised in the newspaper and on our website. We received five bids for this service. Based on the bids received we recommend the following:

1. We recommend **Simplex-Grinnell** receive the contract to provide service and repair for the sprinkler systems for the Town of Colchester for the 2010-2011 year

Attached is a copy of the Bid Tabulation.

Town Of Colchester  
 Bid Tabulation  
 Sprinkler Service and Repair

May 25, 2010

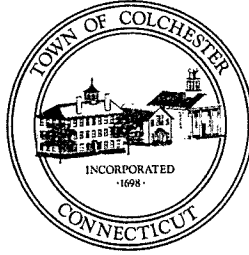
**Inspect and Test**

Bidder	Town Hall	Cragin	Fire Dept	Totals
Simplex Grinnell *	\$430	\$430	\$600	\$1,460
Hartford Sprinkler	\$510	\$510	\$600	\$1,620
Fire Protection Testing	\$500	\$550	\$500	\$1,550
Cintas	\$700	\$700	\$1,300	\$2,700
Fairfield	\$500	\$450	\$800	\$1,750

\* Successful Bidder

**Call Back Rates**

Bidder		Holiday
Simplex	\$104.00	\$156.00
Hartford Sprinkler	\$90.00	\$145.00
Fire Protection Testing	\$126.00	\$189.00
Cintas	\$82.00	\$123.00
Fairfield	\$110.00	\$135.00



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

Date: June 14, 2010

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Contract with Dime Oil – Heating oil, Gasoline & Diesel fuel

Background

Heating oil, unleaded gasoline and diesel fuel are purchased on the commodities market based on daily pricing.

On May 14, 2010, the Finance Department obtained quotes from vendors and ordered the purchase from Dime Oil of approximately 1/3 of the annual amount for the Town and Board of Education of heating oil at \$2.3622/gallon and diesel fuel at \$2.4148/gallon. On May 21, 2010, the Finance Department obtained additional quotes and ordered the purchase from Dime Oil of the remaining annual amount of heating oil at \$2.1685/gallon and diesel fuel at \$2.2445/gallon, and the annual amount of unleaded gasoline at \$2.0437/gallon.

The attached contract is for all of the purchases and reflects a blended per gallon rate of \$2.2331 for heating oil and \$2.3013 for diesel fuel based on the May 14 and May 21 pricing.

The contract pricing obtained will result in budgetary savings for the purchase of these commodities for both the Town and Board of Education.

Recommendation

Authorize First Selectman to sign the attached contract with Dime Oil for the purchase of heating oil, unleaded gasoline and diesel fuel for the fiscal year July 1, 2010 through June 30, 2011.

## Contract Terms & Conditions

**Buyers:** Town and BOE of Colchester  
127 Norwich Ave  
Colchester, CT 06415

**Seller:** Dime Oil Company  
93 Industry Lane  
Waterbury, CT 06704

This agreement dated May 14, 2010, by and between Thomas Kraft DBA Dime Oil Company ("seller") and the Town and Board of Education of Colchester ("buyer") is subject to the Terms and Conditions listed herein, and Seller agrees to sell to Buyer, and Buyer agrees to purchase and receive from Seller, the following quantities of the following Product(s), under the Payment Terms, during the Delivery Periods of July 01, 2010 to June 30, 2011, and at the Price(s), and Delivery Locations(s) with their respective individual allocations specified below.

Location	Address	Product	Price	Allocation
Bacon Academy	611 Norwich Ave	#2 Oil	\$2.2331	163,100
Colchester Elementary School	315 Hall Hill Road	#2 Oil	\$2.2331	
Jack Jackter Intermediate	215 Hall Hill Road	#2 Oil	\$2.2331	
Facilities Shop	367 Halls Hill Road	#2 Oil	\$2.2331	
WJJ Middle School- Building A	380 Norwich Avenue	#2 Oil	\$2.2331	
WJJ Middle School- Building B	380 Norwich Avenue	#2 Oil	\$2.2331	
Senior Center	95 Norwich Avenue	#2 Oil	\$2.2331	
Youth Center	40 Norwich Avenue	#2 Oil	\$2.2331	
Colchester Fire Co. #1	54 Old Hartford Rd	#2 Oil	\$2.2331	
Colchester Fire Co. #2	424 Westchester Rd	#2 Oil	\$2.2331	
Cragin Memorial Library	8 Linwood Avenue	#2 Oil	\$2.2331	
Parsonage/ Museum	8 Linwood Avenue	#2 Oil	\$2.2331	
Town Hall	127 Norwich Avenue	#2 Oil	\$2.2331	
Sewer Department	55 Elmwood Heights	#2 Oil	\$2.2331	
Highway Department	300 Old Hartford Rd	ULSD	\$2.3013	97,300
Sewer Department	55 Elmwood Heights	ULSD	\$2.3013	
Water Tower	140 Taintor Hill Rd	ULSD	\$2.3013	
M&J Bus Company	355 New London Road	ULSD	\$2.3013	
Highway Department	300 Old Hartford Rd	87 Gas	\$2.0437	
Total #2 Heating Oil Purchased:				163,100
Total Ultra Low Sulfur Diesel Purchased:				97,300
Total 87 octane gasoline purchased:				24,000

Payment Terms: Net 30 Days.

- All prices are exclusive of taxes. Currently, the following taxes are applicable to fuel oil purchases by municipalities. The NORA (National Oilheat Research Alliance) Assessment of \$0.0020 cents per gallon that had applied to #2 Heating Oil purchases is currently under suspension, however if re-instated it would once again apply to fuel purchases. The LUST tax (Leaking Underground Storage Tank) at \$0.0010 cents per gallon and the Spill Recovery fee of \$0.0019 both apply to #2 Heating Oil, Diesel Fuel and Gasoline. The CT Gross Receipts tax, currently only applicable on gasoline, is at an effective rate of 7.5269% for the period of July 1, 2007 through June 30, 2013 of the total sale. Any tax, or governmental charge or increase thereof now due or hereafter imposed and assessed to Dime Oil thereof due to purchasing, selling, or delivering the product such as, but not limited to Sales Tax, Use Tax, Excise Tax, Gross Receipts Tax, and Superfund Tax, may at Dime Oil Companies option, be added to the purchase price. The Buyer shall provide federal and state tax identification numbers and shall complete exemption certificates before the commencement of this contract.
- Dime Oil reserves the right to refuse delivery to any tank and/or location, which, in its sole discretion is deemed unsafe by an employee of Dime Oil. Deliveries will only resume once the problem is resolved and the tank is again deemed safe for delivery.

3. **Payment:** Payment terms are net 30 days. If payments are received later than 30 days from the date of delivery, finance charges may be assessed at a rate of 1% per month plus collection fees if necessary. In the event payment is not received from Buyer in accordance with the terms provided herein, payment in full of any obligations of Buyer to Seller shall be given by Buyer before further deliveries are made. Buyer hereunder shall give Seller upon requesting advance payment or security satisfactory to Seller if payments are not made within the specified terms listed above and Seller may withhold deliveries until such payment or security is received.
4. If a location on "will call" status (non-automatic), should either require a same day delivery, or requests a delivery scheduled outside of our normal working hours, Dime Oil reserves the right to add a surcharge for the cost of providing an emergency delivery if one is requested.
5. **Delivery:** Diesel fuel purchases will be delivered in approximately equal amounts prorated over contract period. Diesel fuel for bus yards will be prorated from September through June in relation to the school year calendar. Fixed price on Heating Oil will remain in effect at the established price per gallon ratable per month by degree day for the individual delivery location for all product up to the contract amount during the period of July 1, 2010 through June 30, 2011. Buyer will be granted a +0% variance in allocation overage for the delivery period specified and a -2% for gallons not consumed.
6. Buyer agrees to pay Seller the price established above for the indicated delivery location for all products up to the contract or allocation amount. If gallons actually purchased exceed 100% of gallons allocated for the respective delivery location as listed above, the Seller reserves the right to offer one or all of the following options:
  - a. All overage will be billed at a differential price of .0689 per gallon plus the New Haven average low quotation for Reseller Rack Prices as published daily in the Journal of Commerce for the date of delivery.
  - b. Extend the fixed price contract at the same terms and conditions.
  - c. Renegotiate a fixed price based on the current market conditions.

If gallons actually purchased are less than 98% of gallons allocated for the respective delivery location as listed above, the Seller reserves the right to offer one or all of the following options:

- a. Extend the fixed price contract at the same terms and conditions until the actual gallons used are at least 98% of the respective quantities allocated above.
  - b. Terminate the contract.
  - c. Customer will purchase the quantity not used at the price per gallon quoted in the bid. Seller shall have no obligation to deliver the actual volume not consumed by purchaser within the contract period.
  - d. If the customer fails to consume the un-lifted volume, customer will pay Dime Oil Company reasonable liquidated damages for such deficient lifting's. This fee shall not be construed as a penalty, but a deficiency fee equal to the difference between the aggregate purchase price for the un-lifted volume and the lowest OPIS posting for the month(s) with un-lifted volumes. Dime Oil Co shall not be entitled to any amounts from customer if the lowest OPIS posting is greater than the fixed price contract rate per gallon.
7. **Force Majeure:** Seller shall not be responsible for damages caused by delay or failure to perform, in whole or in part, hereunder or noncompliance with any of the terms hereof when such delay, failure or noncompliance is attributable to acts of God, strikes, lockouts, fires, floods, storms, explosions, embargoes, acts or compliance with requests of any governmental authority without regard to legal validity, war conditions, acts of terrorism, accidents, delays in transportation, any allocation program or rationing or priorities in effect pursuant to governmental direction or request or instituted in cooperation with any governmental authority, or other cause beyond control of the Seller whether or not similar to those enumerated.

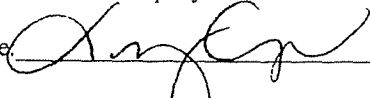
8. Customer is required to give Dime Oil Company notice of changes to tank sizes, removal of tanks, and/ or construction near where tanks are to be serviced. If quantities used at listed locations should change drastically where it would greatly impact the scope of the contract it may be subject to additional delivery fees. Demurrage charges may also be assessed should a driver be delayed or unable to make a delivery due to snow, ice, parked vehicles or debris near or covering the fill area.
9. End of Year Deliveries: By initialing below the Town and Board of Education must specify if they will require their fuel oil tanks topped off to approximately 90% of capacity during the month(s) of May and or June. This information is necessary so that we may secure sufficient quantities of heating oil and or diesel fuel for May and or June 2011 at the contract price per gallon. If no response is indicated below regarding this matter prior to purchases for this contract it will be assumed that May and June fuel will be purchased according to either a degree day heat curve for #2 heating oil or for diesel and gas it would be your average monthly allotment. Degree day heat curve is defined as 4% of your total allotment for May and 2% of your total allotment for June. Average Monthly allotment is defined as 10% of your total allotment for May and 6% of your total allotment for June.
10. Fixed price contracts reflect market conditions at time of order. These prices are based on the New York Mercantile Exchange or NYMEX. Prices on the NYMEX are extremely volatile. Price will remain firm for allocated contract gallons once both the seller and the buyer have signed a copy of this contract.
11. No delay or omission on the part of the Seller in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Seller, nor shall any delay, omission or waiver on any one occasion(s) be deemed a bar to or waiver of the same or any other right on any future occasion(s) of any portion of this agreement. Other conditions may apply.
12. Purchaser acknowledges that they have had a reasonable opportunity to read and have read and understood the terms and conditions of this Agreement.

**Customer Acceptance**

**Buyer:** Town and BOE of Colchester

**Seller:** Dime Oil Company

Signature: \_\_\_\_\_

Signature: 

Title: \_\_\_\_\_

Title: manager

Name: \_\_\_\_\_

Name: Tracy Cys

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

Date: 6/9/10





“Creating Community Through People, Parks and Programs”

127 Norwich Avenue, Colchester, CT 06415

(860) 537-7297 | Fax: (888) 468-6093 | parksandrec@colchesterct.gov | www.colchesterct.gov

MEMO

To: Board of Selectmen  
From: Jason Cohen, Director  
Date: June 8, 2010  
Re: Endorsement of Tree Donation Proposal

### **Proposal**

Accept the donation of a tree (species to be determined by Town) and associated memorial plaque, and their installation at the Recplex (site to be determined by Town).

### **Rationale**

At their June 7 meeting, the Parks & Recreation Commission endorsed this donation and installation.

The town has a history of these types of memorials. At the Recplex, there are currently three memorial trees with plaques (see photos attached), in memory of:

- Daniel Wilson
- John Hamilton May
- Michael Logan

This is also consistent with the Commission’s new strategic plan which has specifically called out the objective of encouraging these types of donations, as well as developing a “gift catalog” that would make the process easier and more standardized.

Based on early discussions with both the Tree Warden and the Garden Club, we anticipate planting either a Linden tree, which is consistent with existing trees around the playground, or a Japanese Stewartia, another possibility recommended by the Garden Club.

We tentatively plan to plant the tree along the north side of the playscape area, towards the pavilion. This will create additional shade area for families making use of the facilities.

The details of the proposal from the donating group are enclosed.







**Proposal** to the Colchester Parks & Recreation Commission, Colchester, CT

**Date** Thursday, June 3, 2010  
**Submitted By** Friends of Justine "Carrie" Duclos  
**Presenter** Laurie Robinson

<b>Overview of Proposal</b>	Install a shade tree and memorial stone at the Colchester Recreation Complex, 215 Old Hebron Road, Colchester, CT 06415, in memory of Justine "Carrie" Duclos, a recently deceased Colchester resident.
<b>Background</b>	Carrie Duclos recently passed away, and her friends wish to donate a tree in her memory at the Colchester Recreation Complex, where she spent many happy hours watching her son play sports and her husband coach.  For more information about Carrie, please see her <i>Hartford Courant</i> obituary: <a href="http://www.legacy.com/obituaries/hartfordcourant/obituary.aspx?n=justine-duclos&amp;pid=142843973&amp;fhid=4764">http://www.legacy.com/obituaries/hartfordcourant/obituary.aspx?n=justine-duclos&amp;pid=142843973&amp;fhid=4764</a>
<b>Location</b>	Site to be indicated by Colchester Parks & Recreation staff, but generally between the playscape swings and the pavilion.
<b>Tree Type</b>	A shade tree, type agreed upon by the donators and the Parks and Recreation Department.
<b>Costs</b>	Donators to incur all costs of purchasing and installing the tree and memorial stone.
<b>Memorial and Inscription</b>	A flat memorial stone approximately 12" x 12" to be installed at the base of the tree with the following inscription:  <p style="text-align: center;">In Memory of  Justine "Carrie" Duclos  1967 – 2010  With Love from Colchester Friends</p>
<b>Contacts for Further Information about this Proposal</b>	Laurie Robinson 103 Bull Hill Road, Colchester, CT 860-917-5642 robinson@snet.net  Susan Morrow 73 Winterberry Dr, Colchester, CT 860-537-9730 creativesue@comcast.net



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MEMO

To: Board of Selectmen  
From: Jason Cohen, Director  
Date: June 14, 2010  
Re: Federal Adult Employment Program

### **Proposal**

Reauthorize the enclosed agreement to allow TVCCA to place up to 6 workers in our department through the federally funded program from July 1-September 30, 2010. The work schedule would be 8:30am-2:30pm on Monday, Wednesday and Friday.

### **Rationale**

Unfortunately, after receiving approval to make use of this program in June, the TVCCA was unable to secure appropriate staffing for our department. However, they feel they will be able to accomplish this in the next fiscal year of the program.

This is similar to the youth employment program in which we participated last summer. It is a win-win program, as the staff are employed and paid by TVCCA, but work under our supervision. The town gets free help during a critical time for parks maintenance.

Staff would assist with general maintenance, such as trash removal, weed trimming and the like. They would not operate any heavy machinery.

The town does not take on any liability for workman's compensation or unemployment.

**Colchester Organization of Recreational Tennis (CORT)**  
**Board of Selectman Meeting Agenda 06/17/10**

**Purpose**

The purpose for the request to add CORT to the Agenda is:

- 1) To request Board approval for the formation of a partnership between CORT and Colchester Parks and Recreation.
- 2) To set up a separate bank account under Parks and Recreation where all funds raised by CORT will be deposited for the exclusive use by CORT.
- 3) To obtain permission to distribute the attached Sponsorship solicitation for the next scheduled event hosted by CORT.

**Proposal**

CORT volunteers will continue to work with the Colchester Parks and Recreation to promote tennis and raise money for court improvements, development of tennis participation, and to provide scholarships.

All money raised by court will be deposited and set aside into a separate savings account. The funds will remain in the account until CORT Board Members vote, in majority, on an approved expenditure in accordance with the mission statement and as outlined by the goals of the organization. Once approved by the board, the approved expenditure will be submitted to the Parks and Recreation to be routed for processing in accordance with the towns Purchasing Policies with the understanding that capital improvement projects and purchases in excess of \$2,500 will require additional processes and approvals.

As CORT will be using the Towns tax exemption status it is understood that all accounting will need to be run through Parks and Recreation and that CORT will be provided with monthly reporting.

In an effort to accelerate the efforts in raising enough funds to address some of the court improvements and safety issues the Association will apply for matching grants from the USTA and other organizations.

**Mission Statement**

Colchester Organization of Recreational Tennis was formed to promote the development of Colchester's tennis program and improve the well being of the community.

**Goals**

The primary goals for the organization are:

- 1) Tennis Court Improvement and maintenance.
- 2) Develop tennis participation for all ages.
- 3) Provide Scholarships for community participants.

**Board Members:**

CO-Chair

Don Pizzoferotto

Co Chair

Keith Parent

Treasurer

Vin McCurry

Secretary

Dan & Melony Weinick

At Large Members

Jen Caplet

Alice Bartha

Karan Patel

Alok Mehta

Anita Pizzutiello

Amanda Pizzoferatto



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## 2010 Colchester Tennis Tournament Sponsorship Form

### Tournament Information

**When:** Saturday, July 17 at 8am (rain date: Sunday, July 18)

**Where:** Colchester Recreation & Bacon Academy Tennis Courts

All proceeds directly benefit the Colchester Organization of Recreational Tennis (C.O.R.T.), whose mission is to promote the development of Colchester's tennis program and improve the well being of the community by maintaining and improving Colchester's tennis facilities and building tennis participation in the community.



### Enrollment

All tennis players of at least 14 years or older are invited to compete. Entry fee is \$30. Cut off is 32 players. All participants will receive a t-shirt. Pre-registration is required; please contact Colchester Parks & Recreation at 860-537-7297 or email [parksandrec@colchesterct.gov](mailto:parksandrec@colchesterct.gov) to register.

Registration deadline: Friday, July 9

### Tournament Play Format

- The first person to win 8 games (winning by at least 2 games) will be deemed the winner. Examples: 8-0 OR 8-3 OR 8-6
- Tie breakers: If the match reaches an 8-8 game score, a tie breaker will be played. The first player to win 7 points wins the match (must win by 2). Player who won last game will serve the first point. Service will then rotate every 2 points. Winner of the tie breaker will win the match.
- Players will be eliminated from the tournament once they lose 2 matches.

### Sponsorship Levels

Option 1: \$50 – Listing on Sponsor T-shirt

Option 2: \$50 – Listing on Event Banner

Option 3: \$75 – Listing on Sponsor T-shirt and Event Banner

Sponsorship Deadline: July 4, 2010






If you are interested in being a sponsor, email Dan Weinick ([danw@custom-hrsolutions.com](mailto:danw@custom-hrsolutions.com)) the following information:

- Your company's full name as you would like it to appear
- Your company's logo (optional)
- Sponsorship level
- Contact person's name, email & phone number

*Checks payable to: Town of Colchester*

# Memo

**To:** Gregg Schuster  
**From:** Mark Decker   
**CC:** Board of Selectmen  
Maggie Cosgrove  
**Date:** 6/10/2010  
**Re:** Water Capital Appropriation

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At its 9 June 2010 regular monthly meeting, the Colchester Sewer and Water Commission motioned to appropriate \$20,212 from the Water Capital undesignated fund balance to line item 3053210-48467 Water Capital – Vehicles and trucks for the purchase of a Ford E-350 Econoline Van off the Connecticut State Contract #06PSX0067 – Supplement #6.

The motion to “approve the appropriation and forward it to the Board of Selectmen with a recommendation to approve” was made by S. Coyle, seconded by T. Tripodi, and was approved 6-0.

A copy of the purchase quote is attached

Please contact me if you have questions.




# Crowley Ford, LLC Lincoln and Mercury

225 New Britain Avenue  
Plainville, CT. 06062  
(860) 793-8885 \* Fax (860) 793-4695  
www.crowleyauto.com

Quote Nr: 10514

ITEM	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT	
	2010 Ford E-350 Econoline Van (E3E) State Contract Award # 06PSX0067 - Supplement #16	1	\$ 18,458.00	\$ 18,458.00	
Base Price:				\$ 18,458.00	
<p>Vehicle to include all manufacturers standard and optional equipment as described in the original bid specifications plus the following options:</p>					
Item #	Factory Options	QTY	MSRP	Discount	Net Amount
A.	5.4L V-8	1	\$ -	\$ -	\$ -
B.	LS rear axle 3.73	1	\$ 270.00	\$ 27.00	\$ 243.00
C.	Vinyl floor, rear	1	\$ 65.00	\$ 6.50	\$ 58.50
D.	Glass rear/side door	1	\$ 130.00	\$ 13.00	\$ 117.00
E.	HD 155 amp Alternator	1	\$ 80.00	\$ 8.00	\$ 72.00
F.	Quiet Flex Racks and Bins	1	\$ -	\$ -	\$ -
G.	Upfitter Switches	1	\$ 85.00	\$ 8.50	\$ 76.50
H.	HD Battery	1	\$ 145.00	\$ 14.50	\$ 130.50
I.	Step bumper Rear	1	\$ 170.00	\$ 17.00	\$ 153.00
J.	Dome/Cargo Light	1	\$ 60.00	\$ 6.00	\$ 54.00
K.		1		\$ -	\$ -
10%	MSRP Price LESS DISCOUNT PER CONTRACT : Total FACTORY OPTIONS		\$ 1,005.00	\$ 100.50	\$ 904.50
Item #	After Market Options	QTY	MSRP	Discount	Net Amount
A.	Whelen Hide-away lights (LED amber)	1	\$ 710.00	\$ 106.50	\$ 603.50
	Labor	3	Inc.	\$ 82.00	\$ 246.00
B.				\$ -	\$ -
	Labor		Inc.		
C.				\$ -	\$ -
	Labor				
15%	LESS DISCOUNT PER CONTRACT : TOTAL OPTION COST:				
BID PRICE TOTAL:			\$ 710.00	\$ 188.50	\$ 849.50
Total Standard, Optional and Aftermarket Equip				\$ 20,212.00	
Name:	Colchester Water Dept	QTY	EXTERIOR	INTERIOR	
FIN Code:	QW236	1	White	Medium Flint	
VIN:					

# Memo

**To:** Gregg Schuster  
**From:** Mark Decker   
**CC:** Board of Selectmen, Maggie Cosgrove  
**Date:** 6/10/2010  
**Re:** Bid Recommendations

---

In accordance with the Town Purchasing Policy, a qualification based selection process was followed for procurement of an engineering consultant for the Water and Sewer Infrastructure Extension project. A request for qualifications was publicly advertised with twelve qualification packages submitted and reviewed by a selection committee comprised of the Public Works Director, Director of Planning, Town Engineer, Water Department Supervisor, and Wetlands Agent. After the review, a short list of six consultants were interviewed with the most responsive qualified candidate selected.

The selection committee then initiated a negotiation for the scope and fee. The attached proposal is the result of the negotiations. This proposal was reviewed by and presented to the Colchester Sewer and Water Commission. At their 9 June regular monthly meeting, they motioned to accept the Weston & Sampson lump sum proposal and forward it to the Board of Selectmen with a recommendation to approve. The cost of the proposed scope of work is \$83,550. The STEAP Grant that will be used to fund the project is \$130,000 so there will be approximately \$45,000 left in that fund to be used for design services associated with the section of main and pump station anticipated to be located at the Rt 85 – Lake Hayward Road intersection. The proposal has an additional services component included so, as the design parameters become more defined, the proposal can be amended to include those services based on more realistic costs than can be identified today.

Chris Wester of Weston & Sampson Engineers, Adam Turner, Rich LeMay, and I will be at the meeting to make a brief presentation and answer any questions you may have.

Please contact me if you have questions.

AGREEMENT FOR ENGINEERING SERVICES  
BY AND BETWEEN THE  
TOWN OF COLCHESTER  
AND  
WESTON & SAMPSON ENGINEERS, INC.

THIS AGREEMENT is made this \_\_\_\_\_ day of June, 2010, by and between the Town of Colchester, acting herein by and through its First Selectman, hereinafter called OWNER and WESTON & SAMPSON ENGINEERS, INC., with offices at 273 Dividend Road, Rocky Hill, Connecticut, hereinafter called ENGINEER.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF ENGINEER

1.1 THE OWNER hereby engages ENGINEER, and ENGINEER hereby accepts the engagement to perform certain professional engineering services hereinafter described:

*Consulting Engineering Services  
For Expansion of the  
Town's Sewer and Water Infrastructure to Commercial Use Zones*

hereinafter called the PROJECT.

1.2 ENGINEER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

ARTICLE 2 - SCOPE OF SERVICES

2.01 Review of Existing Information

- A. Attend a meeting with Town staff to review the project scope of services and schedule. Following this meeting a review of the project areas will be completed.
- B. Obtain a copy of the following documents from the Town:
  - i. Available mapping, plans and reports from proposed developments in the project area.
  - ii. Wastewater Facility Plan and Prospect Hill Pumping Station Flow Records.
  - iii. Electronic copy of GIS files with all Town layers for use on the project.
  - iv. Sewer mapping including scanned copies of plans and profiles.
  - v. Water system mapping with any additions and corrections noted on the plans.
  - vi. Mapping showing project limits for the project.

- vii. Electronic copy of water system model to be provided for use by Weston & Sampson. Along with the model, provide a print-out of the following output:
  - Model Input Data
  - Average Daily Demand
  - Maximum Day Demand
  - Peak Day Demand
  - Fire Flow Demand

#### 2.02 Base Map Development

- A. Obtain from the Town LiDAR aerial mapping data files from which Weston & Sampson shall generate topographic mapping for the project area at 1"= 40' scale with 2-foot contours.
- B. Create a project base plan utilizing the LiDAR generated topographic mapping, supplemented with existing mapping provided by the Town. Base plan mapping shall be considered "planning level" only, and it is understood that additional field topographic survey and/or field verification will be required for design-level mapping.
- C. Once developed, compare LiDAR generated topographic mapping to existing construction plans for the Colchester, LLC Development to confirm topographic information.
- D. Provide THREE (3) paper copies and an electronic copy of the base plan to the Town for use.

#### 2.03 Build-Out Evaluation

- A. Weston & Sampson shall prepare a map of each of the parcels to be evaluated within the build-out area. The mapping will include property lines (based on Town Assessor's information), wetlands, water bodies, and environmental constraint areas as may be available for use by Weston & Sampson through electronic Town mapping, CT GIS information, or similar electronic format.
- B. Utilizing the mapping prepared by Weston & Sampson, Town staff will evaluate buildable areas and development types, and denote same on marked-up mapping returned to Weston & Sampson. Buildable areas and development types will also be reported to Weston & Sampson in tabular format by the Town.
- C. Attend ONE (1) meeting with Town staff and other stakeholders as appropriate to review the mapping and discuss possible development scenarios for each of the parcels. The intent is to generate possible development mixes that might be implemented on each parcel.
- D. Using the mapping and development mixes selected, prepare water demand and wastewater flow summaries for each of the parcels. Based on the mixes of development, it is anticipated that a range of flows will be developed for each parcel at this stage in the process. Water demands and wastewater flows will be developed using available information and industry standards for typical

developments. The water demands and wastewater flows will be developed in a tabular or matrix format.

- E. Upon completion of Tasks 2.03.D, 2.04.E, and 2.05.C, attend a meeting with Town staff to review the plans and proposed water demands and wastewater flows. During this meeting, it is expected that the development mixes would be revised and finalized with new water demands and wastewater flows. Once these issues are addressed, a proposed development plan will be reviewed and selected for the purposes of evaluating the ability of the water and sewer systems to handle the related demands and flows.

#### 2.04 Water System Modeling

- A. Using the existing water system model, run the following scenarios and compare to data provided by Tata a& Howard:
  - 1. Model Input Data
  - 2. Average Daily Demand
  - 3. Maximum Day Demand
  - 4. Peak Day Demand
  - 5. Fire Flow Demand
- B. Prepare summary memorandum to the Town describing any issues or concerns with the model data. It is expected that the model will provide the same data as in the input and output provided by Tata & Howard. Weston & Sampson has not budgeted any time to adjust or repair the existing water system model if the values produced do not match the data provided by Tata & Howard.
- C. Attend a meeting with Town staff to obtain revisions to the water system plan and developments added since the water system model was developed. It is presumed that the Town will provide the water records and mapping showing the location of the water piping, pipe materials, hydrant locations, areas of service, and elevation data as needed to add to the water system model.
- D. Update the water system model with information provided in Task 2.04.B and run the same model scenarios as described in Task 2.04.A. Provide a memorandum to the Town comparing new model data to existing model data. Provide a summary of any issues noted in the output generated by the water system modeling.
- E. Evaluate the existing water system configuration to determine the water demand available to the project area without system improvements. This information will be provided at the meeting outlined in Task 2.03.E.
- F. Evaluate the ability of the water system configuration to meet the water system demands from the proposed development scenarios outlined in Task 2.03. Identify the maximum amount of water demand available utilizing the existing system configuration without any improvements, and also provide phased water system improvements as needed to provide adequate service for each of the phases of the proposed development.

## 2.05 Sewer System Modeling

- A. Prepare a static model of the sanitary sewer system based on the existing sewer plans and profiles provided by the Town. The extents of the modeling are as shown on the attached figure. The wastewater flow data for the model will be developed using water system records and industry standards. The wastewater flows will be peaked based on the peaking factor of the Prospect Hill Pumping Station.
- B. The development of infiltration and inflow rates within the system will be based on the total amount of (I/I) received at the Prospect Hill Pump Station. The total amount of I/I will be distributed throughout the sewer system model on an equal distribution basis, unless other information or guidance is provided by the Town.
- C. Evaluate the sewer system configuration to determine the maximum amount of wastewater that can be conveyed by the existing sewer system configuration without any improvements to the system. This information will be available for the meeting described in Task 2.03.E Also provide phased sewer system improvements as needed to identify needed improvements for each of the phases of the proposed development.

## 2.06 Preliminary Engineering Report

- A. Prepare and submit Draft Preliminary Engineering Report (PER) that will include the following elements:
  - 1. Summary of project area and goals for the project.
  - 2. Build-out evaluation process and selection of development mix for each parcel.
  - 3. Water system evaluation.
  - 4. Sewer system evaluation.
  - 5. Phasing plan with a summary of needed water and sewer improvements needed for each phase of the project.
  - 6. Cost estimates and schedules for water and sewer system improvements.
  - 7. Mapping including:
    - Project limits and overall project location map.
    - Parcels and associated buildable areas.
    - Proposed water and sewer improvements to service the project area.
    - Water and sewer mapping showing phased improvements.

## 2.07 Recommended plan.

- A. Attend ONE (1) meeting to receive comments on PER with Town staff.
- B. Modify the PER to incorporate Town staff comments.
- C. Submit FIVE (5) copies of Final PER to the Town.



## 2.08 Development Packages

- A. Meet with Town staff to discuss developer preferences for information to be included in development data for parcels within the project area.
- B. Assist Town staff with preparation of development packages (“*Parcel-Packs*”) for each of the parcels based on the information outlined under Task 2.08.A Weston & Sampson will assist by providing information for each parcel, which may include but not be limited to:
  - 1. Summary of water demand allocated for the parcel and basis for the value.
  - 2. Summary of wastewater flow allocated for the parcel and basis for the value.
  - 3. Financial summary for parcel development related to connection fees, assessments or any other data pertinent to a possible developer reviewing the parcel.
  - 4. Map showing parcel in context with the surrounding developments.
  - 5. Map showing proposed utility improvements needed to service the parcel.
  - 6. Individual topographic mapping for each parcel.

## 2.09 Financial Evaluation

- A. The study team shall evaluate funding mechanisms and approaches for the reimbursement of costs associated with the infrastructure improvements required to support the chosen development plan. The following options will be examined:
  - 1. Self-funding of the infrastructure improvements to support the development with benefit assessments charged to property owners and/or developers to reimburse the town for the improvements, or;
  - 2. Developer participation in the payment for and construction of the improvements associated with their project, or;
  - 3. Any other viable means to help the Town move the development along.
- B. In addition to the above, the study team shall perform the following:
  - 1. Grant & Funding Program Review: Following the completion of the PER, a review of potential grant opportunities will be completed. Grant opportunities will be reviewed associated with the provision of infrastructure to serve economic development and other infrastructure related purposes. Such grant opportunities may include, but not be limited to, STEAP, CDBG, USDA, and others as may be applicable. Potential short-term and long-term grant opportunities will be identified, application processes will be summarized, and proposed schedules will be presented.
  - 2. Infrastructure Benefit Assessment Review: Based on the cost projections and development schedules produced, the study team will develop a memorandum that identifies various funding alternatives that might be used to finance the recommended infrastructure. The team will include a description of the various methods and structure for cost sharing of facilities based on the capacity needs of the various parcels at buildout.

The team will then develop a draft approach main policy, a draft development cost sharing methodology and bond financing alternatives for infrastructure improvements.

3. Approach Main Policy Review: Based on the complexity, size, and number of proposed trunk mains required to support the future service, an Approach Main Policy will be developed. An outline of the funding process will be provided describing methods and a structure for cost sharing of facilities based on capacity needed by developers. From this effort, the study team will deliver a Draft Approach Main Policy, a Draft Developer Cost-Sharing Determination Strategy, and Bond Financing Alternatives for infrastructure improvements.
4. Rate Structure Review: A review of the current rate structures will be performed to determine the proposed impact of various schedules of improvement implementation associated with the recommended alternatives combined with projected external sources of funds to determine impacts of the proposed improvement plan on customer and constituent rates. The study team will present up to THREE (3) proposed improvement schedules with anticipated rate impacts.
5. Development Standards: The study team shall also develop and submit Draft Town Standards for the following:
  - Requirements for System Acceptance
  - Development of Standard Specifications for Infrastructure Improvements
  - Design & Construction Procedures

#### 2.10 Public Presentations

- A. Prepare for and present the Draft PER to a joint meeting of Town staff. It is expected that the Town will invite those individuals and groups that would be interested in the project.

### ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

The OWNER, without cost to the ENGINEER, shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- 3.1 Designate in writing a person to act as the OWNER 's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the ENGINEER regarding both general and special considerations relating to the PROJECT.
- 3.3 Assist the ENGINEER by placing at the disposal of the ENGINEER, all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

- 3.4 Pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 3.5 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform its work under this AGREEMENT.
- 3.6 Furnish the ENGINEER all needed property, boundary and right-of-way maps.
- 3.7 Cooperate with and assist the ENGINEER in all additional work that is mutually agreed upon.
- 3.8 Pay the ENGINEER for work performed in accordance with the terms specified herein.

#### ARTICLE 4 - TIME OF PROJECT

- 4.1 ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. ENGINEER agrees to provide services for the estimated duration of work, starting within TEN (10) days of signing this AGREEMENT and concluding within 120 calendar days.

#### ARTICLE 5 - PAYMENTS TO THE ENGINEER

- 5.1 For services performed under this AGREEMENT, OWNER agrees to pay ENGINEER the lump sum fee of \$83,550 for the scope of services described in Article 2 of this AGREEMENT. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed as a percent of the total lump sum fee. OWNER agrees to make payment to ENGINEER within thirty (30) days of the invoice date.
- 5.2 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER'S statement therefore, ENGINEER may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT. Unless ENGINEER receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, ENGINEER shall have no liability to OWNER for delay or damage caused OWNER because of such suspension of services.

#### ARTICLE 6 - INSURANCE

##### 6.1 General Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the ENGINEER performs, the ENGINEER shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000) for bodily injury, death, and property damage.

##### 6.2 Automobile Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the ENGINEER in connection with this AGREEMENT, in the following amount:

- 6.2.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each

person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and

6.2.2 Not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.3 Umbrella Liability Insurance

In addition to the above-mentioned coverage, the ENGINEER shall carry a minimum of One Million Dollar (\$1,000,000) umbrella liability policy for the duration of the PROJECT.

6.4 Professional Services Liability Insurance

The ENGINEER shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of one Million dollars (\$1,000,000) per claim and in the aggregate, and maintain such policy for the duration of the PROJECT.

6.5 Workers Compensation Coverage

6.5.1 The ENGINEER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of Connecticut.

6.5.2 The OWNER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of Connecticut.

ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, the total liability in the aggregate, of ENGINEER and its officers, directors, employees, agents, and independent professional associates, and any of them, to the OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ENGINEER'S services, the project, or this AGREEMENT, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by ENGINEER under this AGREEMENT.

7.2 To the fullest extent permitted by law, and subject to the limitation of liability set forth in 7.1, the ENGINEER agrees to indemnify and hold harmless the OWNER and its officers, directors, employees, agents, and independent professional associates, and any of them, from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death of, injuries, or damages to any person, or damage or destruction of any property, in connection with the ENGINEER'S services under this AGREEMENT to the extent caused by the negligent acts, errors, or omissions of the ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them.

7.3 Hazardous Waste Indemnifications

7.3.1 The ENGINEER and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous

waste in any form at the PROJECT site. Accordingly, the OWNER hereby agrees to bring no claim for negligence, breach of contract, strict liability, indemnity, contribution or otherwise against the ENGINEER, its principals, employees, agents or consultants if such claim in any way arises from such services. The OWNER further agrees to defend, indemnify and hold the ENGINEER and its consultants and their principals, employees and agents harmless from and against any claims, demands, loss or damage (including reasonable attorneys' fees) sustained by any person or entity arising from such services or circumstances. The ENGINEER shall not be liable for any damages or injuries, of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the PROJECT site.

7.3.2 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, he or she has so informed the ENGINEER. The OWNER also warrants that he or she has done his or her best to inform the ENGINEER of such known or suspected hazardous materials' type, quantity and location.

7.3.3 If, in the performance of the work, hazardous materials are encountered and are judged by the ENGINEER to be an imminent threat to on-site personnel and/or the general public, the ENGINEER shall take all steps immediately available which are, in his judgment, prudent and necessary to mitigate the existing threat. The OWNER agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER to mitigate the threat, in accordance with the ENGINEER'S prevailing fee schedule and expense reimbursement policy.

## ARTICLE 8 - EXTENSION OF SERVICES

### 8.1 Additional Work

In the event the ENGINEER, as requested by the OWNER, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

### 8.2 Changes in Work

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated into written amendments to this AGREEMENT.

### 8.3 Litigation Support Services

In the event the ENGINEER is to prepare for or appear in any litigation on behalf of the OWNER, additional compensation shall be paid the ENGINEER.

The OWNER agrees to compensate the ENGINEER for time spent and expenses incurred in preparation for and attendance at meetings and appearances, including depositions. This shall include appearances before the OWNER'S attorney and before the attorney of

any other party to the litigation, in addition to all other support services as requested by the OWNER. Additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

#### ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

- 9.1 The OWNER shall retain ownership of the documents submitted to the OWNER by the ENGINEER pursuant to this AGREEMENT. However, such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the PROJECT or on any other PROJECT. Any reuse or adaptation by the OWNER without written verification by the ENGINEER shall be at the OWNER'S sole risk and without liability or legal exposure to the ENGINEER or to the ENGINEER'S independent sub-consultants, and the OWNER shall indemnify and hold harmless the ENGINEER and the ENGINEER'S sub-consultants from all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of or resulting therefrom. Any verification or adaptation performed by the ENGINEER shall entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

#### ARTICLE 10 – TERMINATION

- 10.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 10.2 If the PROJECT is suspended or abandoned in whole or in part for more than three (3) months, the ENGINEER shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Article 10.4. If the PROJECT is resumed after being suspended for more than three (3) months, the ENGINEER'S compensation shall be equitably adjusted.
- 10.3 In the event of termination by the OWNER under Article 10.1, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 5 of this AGREEMENT.
- 10.4 In the event of termination by the ENGINEER under Article 10.1, or termination by the OWNER for the OWNER'S convenience, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, plus termination expenses. Payment for services will be in accordance with the provisions of Article 5 of this AGREEMENT. Termination expenses means additional costs of services and other direct costs directly attributable to termination, which shall be an additional amount computed as the costs the ENGINEER reasonably incurs relating to commitments, which had become firm before the termination.

## ARTICLE 11 - GENERAL PROVISIONS

### 11.1 Precedence

The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the ENGINEER'S services.

### 11.2 Severability

If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

### 11.3 Mediation

All claims, disputes or controversies arising between the OWNER and the ENGINEER shall be submitted to non-binding mediation prior to and as a condition precedent to the commencement of any litigation between those parties. The American Arbitration Association, or such other person or mediation service shall conduct the non-binding mediation as the parties mutually agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT and the American Arbitration Association or such other person or mediation service as the parties mutually agree upon. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim.

### 11.4 Subrogation

The OWNER and the ENGINEER waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the PROJECT. The OWNER and the ENGINEER shall each require similar waivers from their contractors, consultants and agents.

### 11.5 Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion of services performed for acts or failures to act occurring prior to the date of completion of services performed or the completion date contained in this AGREEMENT for acts or failures to acts occurring after the date of completion of services performed. In no event shall such statutes of limitations commence to run any later than the date when the ENGINEER's services are substantially completed.

## ARTICLE 12 – DISCLOSURE RIGHTS

12.1 OWNER agrees that ENGINEER has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.





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

ACCEPTED FOR:

TOWN OF COLCHESTER

WESTON & SAMPSON ENGINEERS, INC.

\_\_\_\_\_  
Gregg Schuster  
First Selectman

\_\_\_\_\_  
Christopher B. Wester  
Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

OWNER'S Connecticut Sales and Use Tax Certificate Exemption Number: \_\_\_\_\_


Document2

# Level of Effort and Cost Table

## Commercial Zone Infrastructure Planning Town of Colchester

TASK NO.	TASK DESCRIPTION	Person-Hours									TOTAL HOURS
		PRN	ASC	PM	SRE	ENG2	ENG	TECH	ADM	COOP	
2.01.A	Kickoff Meeting	2	2								4
2.01.B	Obtain Copies of Documents from Town						4				4
2.02.A	Receive LiDAR Data from Town				3						3
2.02.B	Create Project Base Plan		2		16	32					50
2.02.C	Verify Base Plan Information						2				2
2.02.D	Provide 3 Copies of Maps to Town						4		2		6
2.03.A	Prepare Individual Parcel Maps of Each Parcel				10	56		16			82
2.03.B	Town Evaluation of Buildable Areas										
2.03.C	Attend Meeting to Discuss Development Scenarios		4			4					8
2.03.D	Develop Water Demand Scenario Matrix		4			24					28
2.03.D	Develop Wastewater Flow Scenario Matrix		4			24					28
2.03.E	Meeting to Discuss Demand and Flow Scenarios	3	3				8				14
2.04.A	Water Flow Scenario Modeling		2			24					26
2.04.B	Prepare water modeling Summary Memorandum		2			4	8				14
2.04.C	Meet with Town to Review Water System Revisions		3		3						6
2.04.D	Update Water Model & Re-Run Scenarios		4			16					20
2.04.E	Evaluate Water System - NO IMPROVEMENT		2			16	8				26
2.04.F	Evaluate Water System - PHASED IMPROVEMENTS		2		8	24	12				46
2.05.A	Wastewater System Static Model		2			40	40				82
2.05.B	Evaluate I/I Based on Prospect Hill Flow Records	10		8							18
2.05.C	Evaluate Sewer System - PHASED IMPROVEMENTS		2		8	24	10				44
2.06	Prepare Draft PER	2	4		20	10	24		12		72
2.07.A	Meet with Town to Discuss Comments	2	4				8				14
2.07.B	Modify PER to Address Comments						12				12
2.07.C	Submit FIVE (5) Copies of Final PER								4		4
2.08.A	Parcel-Pack Meeting		4								4
2.08.B	Parcel-Pack Assistance		2		4		8		2		16
2.09.A	Evaluate Funding Mechanisms	8		10		8					26
2.09.B	Grant Funding Program Review	16		20		8					44
2.10.A	Public Presentations	6	8		8				10		32
<b>TOTAL HOURS</b>		<b>49</b>	<b>60</b>	<b>38</b>	<b>80</b>	<b>314</b>	<b>148</b>	<b>16</b>	<b>30</b>		<b>735</b>

# Memo

**To:** Gregg Schuster  
**From:** Mark Decker   
**CC:** Board of Selectmen, Maggie Cosgrove  
**Date:** 6/10/2010  
**Re:** Bid Recommendations

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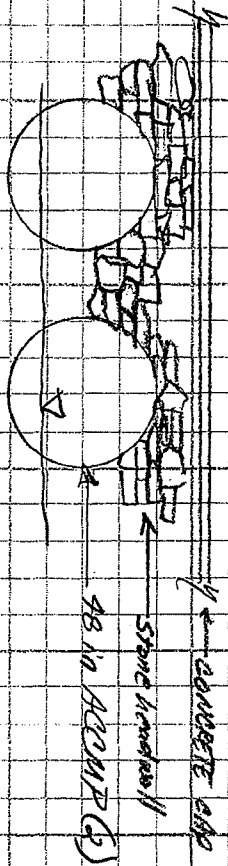
In accordance with the Town Purchasing Policy, a request for bids for Marvin Road drainage improvements was publically advertised on 6 May 2010, a pre-bid meeting held on 12 May, and bids submitted and publicly opened on 28 May. A copy of the specifications is attached.

Two bids were submitted and are tabulated below:

Bakaj Construction – LS Bid - \$15,859; Additional rip-rap (\$40/cy); Additional intermediate rip-rap (\$40)  
Nutmeg Excavating - LS Bid - \$19,450; Additional rip-rap (\$34/cy); Additional intermediate rip-rap (\$47)

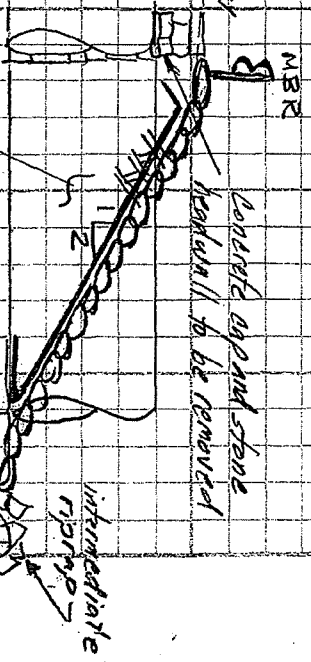
Both bids were reviewed and are complete. Based on prior experience with both companies, both are considered qualified to perform the proposed work. Based on the lump sum bids submitted, it is my recommendation to award the project to Bakaj Construction. The project will be paid for out of the Roadway Improvement Bond approved at referendum on 12 May 2009.

Please contact me if you have questions.



CONCRETE CAP  
Stone handrail

48 in ACMP (G)



CONCRETE AND STONE HANDRAIL TO BE REMOVED

intermediate mpm

install "mfo" blocks

install granular fill to 1 ft. of surface - place separation fabric keyed to be and nest - cover with 1 ft of modified mpm

install 10 ft long x 6 ft wide by 1.5 ft. deep inlet pad upstream of inlet pipes (intermediate mpm)

Expose existing HCCMPs  
Extend 10 ft upstream with 48 in dia aluminum T2 pipe  
Attach w/ 48 in aluminum bands

Stone handrail (depth unknown)

modified mpm surface

MARVIN ROAD DRAINAGE IMPROVEMENTS  
ROCHESTER, CT  
May 2010





# Marvin Road Drainage Improvements Colchester, Connecticut





June 14, 2010

TO: Board of Selectmen  
FROM: Reed Gustafson, Emergency Management Director  
RE: FY 2009 HSGP MOA

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The Resolution and Memorandum of Agreement allow the Town to receive funding and/or equipment from the Homeland Security Grant Program. The Grant Program is now administered by the REPT (Regional Emergency Planning Team), when the REPT feels there is a need or deficiency they can vote to spend money on a particular item or to give money to a Town or Emergency Response Agency.

Without the Memorandum and the Resolution the Town of Colchester will not be able to participate on the program and we would become ineligible for equipment and funding.

**Recommended Motion:**

To accept the resolution and authorize the First Selectman to sign all necessary documents

**AUTHORIZING RESOLUTION OF THE**  
**COLCHESTER BOARD OF SELECTMEN**

CERTIFICATION:

I, Nancy Bray, Town Clerk, do hereby certify that the following is a true and correct copy of a resolution adopted by the Colchester Board of Selectmen at its duly called and held meeting on June 17, 2010, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Colchester Board of Selectmen may enter into with and deliver to the State of Connecticut Department of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Gregg Schuster, First Selectman of the Town of Colchester, is authorized and directed to execute and deliver any and all documents on behalf of the of the Board of Selectmen and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents contemplated by such documents.

The undersigned further certifies that Gregg Schuster now holds the office of First Selectman and that he has held that officer since November 16, 2009.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 17<sup>th</sup> day of June, 2010.

\_\_\_\_\_  
Nancy Bray  
Town Clerk

**FFY 2009 STATE HOMELAND SECURITY GRANT PROGRAM  
REGION 4 MEMORANDUM OF AGREEMENT CHECKLIST**

**Please use this checklist to insure completion and accuracy of the following agreement. All items should be checked off once completed**

**To be completed by the Town of Colchester**

Received by: \_\_\_\_\_ Phone Number: \_\_\_\_\_

*For the MOA:*

- A municipal point of contact been identified in Part III, Section L.
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

*For Appendix A*

- The Chief Executive Officer has checked the box marked "NONE AT THIS TIME" or listed equipment and funding source as applicable. Please provide a detailed description and list only that equipment purchased with FFY 2009 grant funds.
- The Chief Executive Officer has signed and dated Appendix A.
- The Chief Executive Officer's name and title has been typed in the space provided.

*For Amendment to Appendix A*

Does not need to be completed at this time. This form is to be used at a later date if it is determined the town will serve as the custodial owner of regional equipment.

*Authorizing Resolution Attached*

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2008 State Homeland Security Grant Program. No other resolutions will be accepted.

Once complete, mail the complete MOA to: Mr. Mark Paquette, Executive Director, Windham Region Council of Governments, 700 Main Street, Willimantic, CT 06226.

**To be completed by the Windham Region Council of Governments:**

Received on: \_\_\_\_\_

- The Executive Director has signed and dated the agreement.
- The Region 4 REPT Chair has signed and dated the agreement.
- The Region 4 REPT Chair's name has been typed in the space provided.
- All of the items listed on this checklist have been completed and are correct.

Once complete, mail the complete MOA package to: Mr. Anthony Scalora, DEMHS Region 4 Coordinator, Troop K, 15-B Old Hartford Road, Colchester, CT 06415.

**To be completed by the DEMHS Region 4 Office:**

Received on: \_\_\_\_\_

- All of the items listed on this checklist have been completed and are correct.



**MEMORANDUM OF AGREEMENT  
REGARDING USE OF  
FEDERAL FISCAL YEAR 2009 STATE HOMELAND SECURITY GRANT FUNDING  
AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS  
IN DEMHS REGION 4**

**PART I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS**

**A. Introduction**

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut's Department of Emergency Management & Homeland Security (DEMHS), the Town of Colchester (Colchester), the Windham Region Council of Governments (WINCOG), and the Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DEMHS is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2009 State Homeland Security Grant Program (SHSGP), Grant Number 2009-SS-T9-0087, composed of the following programs: Metropolitan Medical Response System (MMRS); Citizen Corps Program (CCP), Urban Area Security Initiative (UASI).
3. The Emergency Management and Homeland Security Coordinating Council has approved the allocation formula for grant funds available under such programs as the SHSGP, MMRS, CCP, and UASI Grants;
4. DEMHS is retaining pass-through funds from SHSGP Grant Number 2009-SS-T9-0087 in the total amount of \$2,908,126 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
  - a. Expanded Regional Collaboration;
  - b. Connecticut Intelligence/Fusion Center/Critical Infrastructure;
  - c. CBRNE Detection/IED Attack Deterrence;
  - d. Medical Preparation and Response;
  - e. Public Outreach and Preparedness;
  - f. All Hazards Preparedness Planning; and
  - g. NIMS/ICS Training and Exercise.
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4, including Colchester – has created, and established bylaws for, the Region 4 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 4.
6. Colchester is eligible to participate in those Federal Fiscal Year 2009 SHSGP regional allocations made through the Region 4 REPT and not included in the set-aside projects, in the amount of \$939,625 for Region 4, which will be made available to the jurisdictions in Region 4 in the manner recommended by the Region 4 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

**B. Purpose of Agreement**

The SAA and Colchester enter into Part I of this MOA authorizing the SAA to act as the agent of Colchester and allowing the SAA to retain and administer grant funds provided under Grant Number 2009-SS-T9-0087 for the seven regional set-aside projects listed above, and also for the WINCOG to provide the financial and programmatic oversight described below.

**C. SAA and Colchester Responsibilities.**

The SAA agrees to administer the SHSGP grant funds of \$2,908,126 in furtherance of the seven regional set-aside projects listed above.

Colchester agrees to allow the SAA to provide financial and programmatic oversight of the \$2,908,126 for the purpose of supporting the allocations and uses of funds under Grant Number 2009-SS-T9-0087 consistent with the 2009 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) approved by the Emergency Management & Homeland Security Coordinating Council. Colchester agrees to

allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the seven regional set-aside projects listed above.

**D. WINCOG and Colchester Responsibilities.**

Colchester also agrees to allow WINCOG to provide financial and programmatic oversight of the Federal Fiscal Year 2009 regional allocation not included in the seven regional set-aside projects in the amount of \$939,625 targeted to member municipalities in DEMHS Region 4 and recommended through the Region 4 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 4 REPT and DEMHS.

**PART II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS**

**A. Introduction**

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut's Department of Emergency Management & Homeland Security (DEMHS), the Town of Colchester (Colchester), the Windham Region Council of Governments (WINCOG), and the DEMHS Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DEMHS is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time.
3. Colchester has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of Colchester, the region, and if necessary, the State.
4. **The parties also agree that Colchester may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2009 grant funds, as approved by the Region 4 REPT, and DEMHS, which assets will be added to Appendix A by attached amendment within thirty (30) days of approval by the Region 4 REPT.**
5. The Region 4 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. WINCOG has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2009;

**B. Purpose.**

DEMHS, the Region 4 REPT, WINCOG, and Colchester, enter into Part II of this MOA regarding asset(s) for which Colchester agrees to be the custodial owner, and which are described in Appendix A, as may be amended.

**C. Agreements and Responsibilities of the Parties.**

**1. Definitions.**

As used in this MOA:

- The term "authorized training" means training that is authorized by DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(7) below.

**2. Responsibilities of DEMHS and WINCOG.**

In its role as SAA, DEMHS will subgrant funds to WINCOG, which, as the Region 4 Fiscal Agent, will procure the asset(s) listed in Appendix A.

**3. Amendment of Appendix A.**

The parties recognize that decisions regarding the placement of regional assets in Colchester may be made **after the execution of this agreement, and that Appendix A will need to be amended accordingly (see attached form)**. Colchester agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that any amendment to Appendix A must be signed by the DEMHS Commissioner, the Chair of the Region 4 REPT, and the Chief Executive Officer, or his/her designee, of Colchester.

**4. Responsibilities of Custodial Owner/Colchester.**

Colchester understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) listed in Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, Colchester agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of Colchester's public safety agencies may use the asset(s) for appropriate emergency response purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by Colchester shall conform to the manufacturer's recommendations. If appropriate, Colchester shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of Colchester performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

**5. Responsibilities of the REPT.**

The Region 4 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), Colchester is furthering regional collaboration and mutual aid on behalf of all of the members of Region 4.

**6. Assignment of Asset(s).**

If Colchester does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DEMHS will provide 60 days' notice before re-assigning the asset.

**PART III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT****A. Effective Date.**

The terms of this agreement will become effective when all parties have executed it.

**B. Authority to Enter Agreement.**

DEMHS is authorized to enter into this Agreement through the Commissioner of the Department of Emergency Management & Homeland Security (DEMHS) pursuant to the authority provided under Connecticut General Statutes §4-8 and Title 28. The Town of Colchester (Colchester) is authorized to enter into this agreement through its Colchester, authorized pursuant to the attached [original or certified copy of

resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

**C. Duration of Agreement.**

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving Colchester written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

**D. Amendment of the Agreement.**

This agreement may be modified upon the mutual written consent of the parties.

**E. Litigation.**

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.7 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

**F. State Liability.**

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until Colchester, through the Region 4 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.

**G. Audit Compliance.**

If Colchester, through the Region 4 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then Colchester must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder. Colchester agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

**H. Lobbying, Debarment, and Suspension.**

Colchester commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

**I. Executive Orders.**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. Colchester agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not

discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order.

The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

**J. Non-Discrimination Clause.**

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by 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 Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" 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.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this section, "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.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make

good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town'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.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town 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 non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town 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.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

**K. Non-discrimination on the Grounds of Sexual Orientation.**

1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town 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 Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum 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 subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by

the Commission, the Town 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.

**L. Points of Contact.**

The point of contact for the SAA is:

Elizabeth Graham, Manager of Strategic Planning and Grant Administration  
25 Sigoourney Street, 6<sup>th</sup> Floor, Hartford, CT 06106  
Phone: (860) 256-0910 Fax: (860) 256-0915  
Email: [libby.graham@ct.gov](mailto:libby.graham@ct.gov)

The point of contact for Colchester is:

Name & Title:  
Address:  
Phone Number: Fax Number:  
E-mail Address:

**M. Other provisions.**

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or Colchester. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the dates written below:

**THE TOWN OF COLCHESTER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chief Executive Officer  
Duly Authorized  
Typed Name & Title: \_\_\_\_\_

**THE WINDHAM REGION COUNCIL OF GOVERNMENTS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Paquette, Executive Director  
Duly Authorized

**THE REGION 4 REGIONAL EMERGENCY PLANNING TEAM**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chair  
Duly Authorized  
Typed Name: \_\_\_\_\_

**THE DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Peter J. Boynton, Commissioner  
Duly Authorized

**Appendix A**

The following is a list of the assets for which the Town of Colchester has agreed to serve as the custodial owner:

**NONE AT THIS TIME**

**Equipment Description** \_\_\_\_\_

**THE TOWN OF COLCHESTER**

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

Its Chief Executive Officer

Duly Authorized

Typed Name & Title: \_\_\_\_\_



MEMORANDUM OF AGREEMENT  
REGARDING USE OF  
FEDERAL FISCAL YEAR 2009 STATE HOMELAND SECURITY GRANT FUNDING  
AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS  
IN DEMHS REGION 4

AMENDMENT TO APPENDIX A

FOR THE TOWN OF COLCHESTER

Equipment Description

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**THE TOWN OF COLCHESTER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chief Executive Officer  
Duly Authorized  
Typed Name & Title: \_\_\_\_\_

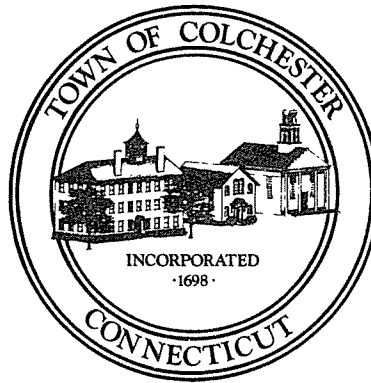
**THE REGION 4 REGIONAL EMERGENCY PLANNING TEAM**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chair  
Duly Authorized  
Typed Name: \_\_\_\_\_

**THE DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Peter J. Boynton, Commissioner  
Duly Authorized  
Typed Name: \_\_\_\_\_

Gregg Schuster



First Selectman

June 17, 2010

**TO:** BOARD OF SELECTMEN

**FROM:** Gregg Schuster, First Selectman

A handwritten signature in black ink, appearing to read "G. Schuster", is written over the "FROM:" line.

**RE:** Employee Assistance Program – United Community & Family Services, Inc.

This agenda item is to renew the contract between UCFS and Colchester for an employee assistance program (EAP). The new contract is identical in price to the previous (current) contract with the same company and changes an optional service from \$200 per hour to \$250 per hour.

**Recommended Motion:**

Move to approve the Memorandum of Agreement between United Community & Family Services, Inc. and the Town of Colchester for 7/1/10 through 6/30/11 and to authorize the First Selectman to sign all necessary documents.

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**UNITED COMMUNITY & FAMILY SERVICES, INC.**  
**DBA**  
**THE CENTER FOR WORK & FAMILY**  
**AND**  
**Town of Colchester**

7/1/10 – 6/30/11

The Center for Work & Family (CWF) AND Town of Colchester hereby enter into the following agreement for the provision of employee assistance service:

**I. RESPONSIBILITIES OF THE CENTER FOR WORK & FAMILY**

The Center for Work & Family agrees to provide the following services in the development, implementation and operation of the Employee Assistance Program (EAP).

**A. Provide Guidance on the use of EAP services**

1. Guide in the development of official company policies and procedures regarding the Employee Assistance Program.

**B. Employee Orientation and Education**

1. Assist in the development and dissemination of educational and promotional materials regarding the EAP.
2. Provide brief introduction of EAP services to groups of employees.

**C. Training for Supervisors**

1. Provide one and one-half hours of training, for all supervisory personnel, in the philosophy of EAP and the techniques of identifying and referring trouble employees.
2. Provide training for new supervisors and other employees, as needed.
3. Provide training for all supervisory personnel in the area of Critical Incident Stress Debriefing as needed.

The following levels of services are proposed:

Service	4 Session Model
Base Rate	\$22.00 per employee, per year
Training/Education/Workshops	\$200 per hour, after free session "Does not include Sexual Harassment Training". (See Education & Training Programs List)
Management Phone Consultation EAP Educational Items	Unlimited
Critical Incident Stress Debriefing	\$250 per hour, per CWF clinician
Organizational Consultation	\$250 per hour, per CWF clinician
Data Collection/Reporting Website Link Newsletter via Email	Included in fee

**D. Diagnostic Assessment and Referral**

1. Provide up to four (4) assessment and counseling interviews to each employee and/or members of their family, at no charge to the employee. Interviews and/or treatment programs will be at the expense of the employee and/or effective application of his/her insurance coverage. Additional services provided by The Center for Work & Family will be priced based on the agency's normal sliding fee scale.
2. Refer troubled employee to the appropriate treatment resources and programs, as needed.
3. Provide the necessary advocacy and follow-up on each referral.

**E. Coordination of Services**

1. Provide on-going program assistance to company personnel, as needed.
2. Conduct periodic evaluations of EAP services.

**F. Data Collection and Reporting**

1. A report containing the following data will be submitted to the employer:
  - a. Referrals to Employee Assistance Program
    1. Number of self-referrals
    2. Number of employees referred by company personnel
    3. Number of diagnostic assessment interviews
    4. Number of employees and/or family members accepted for treatment at The Center for Work & Family.
    5. Breakdown of types of problems in general categories

b. Critical Incident Stress Debriefing Services

A brief report summarizing data, number of employees involved, general outcomes, and recommendations will be provided at the conclusion of the debriefing service. No information which personally identifies employees will be relayed without their written permission.

c. Organizational Consultation

A brief report summarizing data, number of employees involved, general outcomes, and recommendations will be provided at the conclusion of the organizational consult. No information which personally identifies employees will be relayed without their written permission.

**G. Confidentiality**

1. The confidentiality of client information will be strictly protected. The Center for Work & Family will not release the names of self-referred employee clients and/or information regarding the nature and scope of their problems. Exceptions to this rule will be made only with the written consent of the client.
2. Reporting for supervisor-referred employees is restricted to verification of employee participation and follow-through in the Employee Assistance Program. The Center for Work & Family will not release information regarding the nature and scope of their problems without their written permission.
3. All EAP clients, self-referred and supervisor-referred, will be included in a statistical report to the employer. The names of employee clients will not be included in this report.
4. Employees who participate in debriefing services need to feel confident that they can express their feelings without concerns or fears that those feelings will bring retribution. The Center for Work & Family will stress the importance of confidentiality at each debriefing session.

**H. Critical Stress Debriefing Services**

1. Provide group debriefing session(s) on site to employees within 48 working hours of the traumatic incident.
2. Provide consultation and referral to Employee Assistance Program for individual employees who require additional professional assistance.
3. Provide consultation to supervisory and managerial staff re: organizations and/or employee concerns.
4. Provide follow-up group debriefing session(s) to employees one month after initial debriefing.

## **II. RESPONSIBILITIES OF THE EMPLOYER**

### **A. Program Development and Implementation**

1. Development of company Employee Assistance Program policies and procedures with the assistance of UCFS, The Center for Work & Family.
2. Selection of company Employee Assistance Program Liaison.

### **B. Employee Awareness**

1. Inform employees of the EAP and promote program services.
2. Assist in dispersing appropriate promotional and educational materials.

### **C. Program Follow-Through**

In order to obtain maximum results, the employer shall promote the program on an ongoing basis, provide internal support and maintain effective communication with The Center for Work & Family regarding its operation.

### **D. Payment for Services**

1. Town of Colchester agrees to pay United Community & Family Services, Inc. DBA The Center for Work & Family \$1,958.00 (89 Employees x \$22.00/employee) per annum for the services provided in Section I. Such payment shall be made within 30 days of the effective date of this agreement. Other payment schedules, mutually agreed upon by The Center for Work & Family and Town of Colchester may also be affected.
2. For services described in section 1H, Town of Colchester agrees to pay as follows:
  - a. \$250.00 per hour for each Critical Incident Stress Debriefing session requiring a CWF staff member.
  - b. \$250.00 per hour for each Organizational Consultation with a CWF staff member.
  - c. \$200.00 per hour for each Training/Educational Workshop with a CWF staff member.

**III. CONTRACT DURATION, AMENDMENT AND RENEWAL**

- A. The program implementation date shall be on July 1, 2010 and continue in effect until June 30, 2011.
- B. The program will be considered for renewal not less than 30 days prior to the expiration date.
- C. This agreement may be amended or modified upon the written consent of United Community & Family Services, Inc. DBA The Center for Work & Family and Town of Colchester.
- D. This agreement may be terminated by either party following 30 days written notice.

**IV. AUTHORIZATION**

<u>Town of Colchester</u>	<u>UNITED COMMUNITY &amp; FAMILY SERVICES, INC. DBA</u>
NAME: _____	NAME: _____
TITLE: _____	TITLE: <u>Vice President - Finance</u>
DATE: _____	DATE: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: <u>EAP Program Manager</u>
DATE: _____	DATE: _____



MEMORANDUM OF AGREEMENT *A Legacy of Caring since 1877*

BETWEEN  
UNITED COMMUNITY & FAMILY SERVICES, INC.  
DBA  
THE CENTER FOR WORK & FAMILY  
AND  
Town of Colchester

Center for Work & Family  
21 Chicago Avenue  
Groton, CT 06340  
telephone (860) 437-2188  
fax (860) 449-5791  
ucfs.org

7/1/09 – 6/30/10

The Center for Work & Family (CWF) AND Town of Colchester hereby enter into the following agreement for the provision of employee assistance service:

**I. RESPONSIBILITIES OF THE CENTER FOR WORK & FAMILY**

The Center for Work & Family agrees to provide the following services in the development, implementation and operation of the Employee Assistance Program (EAP) and the Traumatic Incident Response Program.

A. Provide Consultation & Guidance on the use of EAP services

1. Provide expertise in the development of official company policies and procedures regarding the Employee Assistance Program and the Traumatic Incident Response Program.

B. Employee Orientation and Education

1. Assist in the development and dissemination of educational and promotional materials regarding the EAP and the Traumatic Incident Response Program.
2. Provide brief introduction of EAP services to groups of employees.

C. Training for Supervisors

1. Provide one and one-half hours of training, for all supervisory personnel, in the philosophy of EAP and the techniques of identifying and referring trouble employees.
2. Provide training for new supervisors and other employees, as needed.
3. Provide two (2) hours of training for all supervisory personnel in the area of trauma and the Traumatic Incident Response Program.



The following levels of services are proposed:

Service	4 - Session Model
Base Rate	\$22.00 per employee, per year
Training/Education	2 hours training included (Topic of your Choice) \$200 per hour, per staff Discount 25% on 6 hour purchase
Management Phone Consultation	Unlimited
Traumatic Incident Response Program	\$200 per hour, per CWF clinician
Fee for additional training	See Schedule
Data Collection/Reporting	Included in fee

D. Diagnostic Assessment and Referral

1. Provide up to four (4) assessment and counseling interviews to each covered employee and/or members of their family, at no charge to the employee. Additional interviews and/or treatment programs will be at the expense of the employee and/or effective application of his/her insurance coverage. Additional services provided by The Center for Work & Family will be priced based on the agency's normal sliding fee scale.
2. Refer troubled employee to the appropriate treatment resources and programs, as needed.
3. Provide the necessary advocacy and follow-up on each referral.

E. Ongoing Consultation and Coordination

1. Provide technical program assistance to company personnel, as needed.
2. Conduct periodic evaluation sessions with company EAP clinician.

F. Data Collection and Reporting

1. A report containing the following data will be submitted to the employer:
  - a. Referrals to Employee Assistance Program
    1. Number of self-referrals
    2. Number of employees referred by company personnel
    3. Number of diagnostic assessment interviews

4. Number of employees and/or family members accepted for treatment at The Center for Work & Family.
5. Breakdown of types of problems in general categories

b. Debriefing Services

A brief report summarizing data, number of employees involved, general outcomes, and recommendations will be provided at the conclusion of the debriefing service. No information which personally identifies employees will be relayed without their written permission.

G. Confidentiality

1. The confidentiality of client information will be strictly protected. The Center for Work & Family will not release the names of self-referred employee clients and/or information regarding the nature and scope of their problems. Exceptions to this rule will be made only with the written consent of the client.
2. Reporting for supervisor-referred employees is restricted to verification of employee participation and follow-through in the Employee Assistance Program. The Center for Work & Family will not release information regarding the nature and scope of their problems without their written permission.
3. All EAP clients, self-referred and supervisor-referred, will be included in a statistical report to the employer. The names of employee clients will not be included in this report.
4. Employees who participate in the debriefing program need to feel confident that they can express their feelings without concerns or fears that those feelings will bring retribution. The Center for Work & Family will stress the importance of confidentiality at each debriefing session.

H. Debriefing Services

1. Provide group debriefing session(s) on site to employees within 48 working hours of the traumatic incident.
2. Provide consultation and referral to Employee Assistance Program for individual employees who require additional professional assistance.
3. Provide consultation to supervisory and managerial staff re: organizations and/or employee concerns.
4. Provide follow-up group debriefing session(s) to employees one month after initial debriefing.

## II. RESPONSIBILITIES OF THE EMPLOYER

### A. Program Development and Implementation

1. Development of company Employee Assistance Program and Traumatic Incident Response Program policies and procedures with the assistance of The Center for Work & Family.
2. Selection of company Employee Assistance Program Liaison.

### B. Employee Awareness

1. Inform employees of the EAP and Traumatic Incident Response Program and promote program services.
2. Assist in developing appropriate promotional and educational materials.

### C. Program Follow-Through

In order to obtain maximum results, the employer shall promote the program on an ongoing basis, provide internal support and maintain effective communication with The Center for Work & Family regarding its operation.

### D. Payment for Services

1. Town of Colchester agrees to pay United Community & Family Services, Inc. DBA The Center for Work & Family \$1,958.00 (89 employees x \$22.00/employee) per annum for the services provided in Section I. Such payment shall be made within 30 days of the effective date of this agreement. Other payment schedules, mutually agreed upon by The Center for Work & Family and Town of Colchester may also be effected.
2. For services described in section 1H, Town of Colchester agrees to pay as follows:
  - a. \$200.00 per hour for each debriefing session requiring a CWF staff member.

**III. CONTRACT DURATION, AMENDMENT AND RENEWAL**

- A. The program implementation date shall be on July 1, 2009 and continue in effect until June 30, 2010.
- B. The program will be considered for renewal not less than 30 days prior to the expiration date.
- C. This agreement may be amended or modified upon the written consent of United Community & Family Services, Inc. DBA The Center for Work & Family and Town of Colchester.
- D. This agreement may be terminated by either party following 30 days written notice.

**IV. AUTHORIZATION**

TOWN OF COLCHESTER

UNITED COMMUNITY & FAMILY SERVICES, INC. DBA

NAME: Sue M. Hodge

NAME: James Innes

TITLE: 1st Selectman

TITLE: Vice President - Finance

DATE: 8/24/09

DATE: 8/19/09

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

NAME: C. J. Molina

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

TITLE: EAP Program Manager

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

DATE: 8/19/09

## **EDUCATION AND TRAINING PROGRAMS**

### Training Topics

- Men and Women Working Together
- Sexual Harassment
- Stress Management
- Supervision and Leadership
- Effective Communication
- Assertiveness Skills
- Time Management
- Team Building
- Managing the Troubled Employee
- Substance Abuse in the Workplace
- Balancing Work and Family
- Conflict Management
- Violence in the Workplace
- Cultural Diversity
- Retaining Valuable Employees
- Customer Service
- Dealing with Difficult People
- DOT/SAP (Substance Abuse Assessment)
- Management Alignment & Development Consultation

Training workshops or programs can be designed on additional topics and customized to the needs of the organization. We offer on and off site company training.



**Tax Collector**

5/26/2010

To: Board of Selectmen

From: Tax Collector, Tricia Coblentz

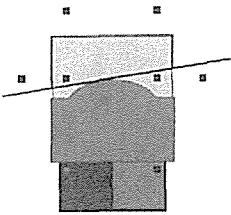
Re: Collection Services Agreement

Following is the agreement from Rossi Law who is our collection agency that we use for delinquent accounts. In order for them to start a law suit to aide in the collection of taxes there first must be a signed Legal Agreement from the Town of Colchester. This was first presented to the BOF on May 19<sup>th</sup>, 2010 where they approved this and asked for me to present to the BOS for a signature.

Thank you,

Tricia Coblentz

# ROSSI LAW OFFICES, LTD.



ROBERT V. ROSSI  
Admitted in MA and RI only

RONALD A. MORIN  
Admitted in RI and CT only

LISA MADDEN O'NEIL  
Admitted in RI and CT only

## COLLECTION SERVICES AGREEMENT

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

**ATTORNEY:** *ROSSI LAW OFFICES, LTD.*

**CONTACT PERSON: TRICIA COBLENZ- TAX COLLECTOR**  
*Phone: (860) 537-7210*

ATTORNEY agrees to provide collection services to CLIENT for all delinquent accounts referred to ATTORNEY as follows:

- 1. Contingency Fees Due:** The fee is contingent upon collection of each account and shall be **fifteen percent (15%)** of any amount collected on both litigated and non-litigated accounts. A litigated account is defined as an account on which a lawsuit has been filed in any court and/or a summons or small claims notice has been served. The contingency fees referred to herein shall be paid directly by the taxpayer pursuant to C.G.S. sec. 12-166. There will be no payment due by client.
- 2. REMITTANCE REPORTS:** ATTORNEY agrees no later than the fifteenth day of each month following collection to submit to CLIENT a statement of the amount of all money collected during the preceding monthly period along with the remittance. The statement of collection will set forth (a) all amounts collected by the ATTORNEY and (b) all amounts paid directly to the CLIENT on accounts referred to ATTORNEY for collection.
- 3. REPORT OF DIRECT PAYMENTS:** CLIENT shall promptly report to ATTORNEY all payments received directly by CLIENT on the accounts referred to ATTORNEY for collection. Time period should be each week, if possible.
- 4. TRUST ACCOUNT:** All money collected on behalf of CLIENT shall be deposited in a trust account held by a federally insured financial institution.

5. **APPLICATION OF PAYMENTS:** All payments shall be applied first to court costs (if any) and then to collection fees pursuant to C.G.S. sec. 12-166 at 15% of each payment made (excluding court costs) and then to accrued interest and principal starting with the earliest tax year due and then to the succeeding tax years due.

6. **COURT COSTS ADVANCED:** ATTORNEY shall advance all court costs. However, it is understood that the CLIENT will be responsible for the reimbursement of those costs in the event they are not recovered from the taxpayer. CLIENT reimbursement shall not exceed \$70.00 per account. This is the maximum amount of court costs that will be charged per account in the event ATTORNEY cannot recover those costs from the taxpayer.

CLIENT should flag or note all accounts turned over to ATTORNEY for collection. CLIENT is aware that with the commencement of a lawsuit, court costs will be incurred and added to the account balance. Accordingly, CLIENT must contact ATTORNEY to obtain accurate account balances should the debtor pay the client directly.

7. **TERMINATION:** This agreement may be terminated by either party upon written notice. It is understood that in the event of such termination ATTORNEY shall be entitled to the remainder of its fees due and shall be immediately reimbursed for all advanced court costs.

8. **COMPLIANCE WITH STATE AND FEDERAL LAW:** Attorney shall comply with all applicable State and Federal Fair Debt Collection Laws in performance of services under this agreement, and shall indemnify and hold the Client free and harmless from any claims asserted as a result of Attorney's non compliance with the same.

ROSSI LAW OFFICES, LTD.

TOWN OF COLCHESTER

BY \_\_\_\_\_  
Robert V. Rossi  
Attorney at Law


\_\_\_\_\_  
Authorized Signature

DATE:

DATE:





**Cragin Memorial Library**  
**8 Linwood Avenue**  
**Colchester, Connecticut 06415**  
Phone (860) 537-5752  Fax (860) 537-4559

**To:** Board of Selectmen, Town Hall  
Board of Finance, Town of Colchester  
Cragin Board of Trustees  
**From:** Kate Byroade, Library Director  
**RE:** Monthly Report for May 2010  
**Date:** June 1, 2010

May began with a bang with the annual Third Grade History tour. A total of 297 CES third graders, teachers, and parent chaperones were introduced to the Library's local history collection, saw some interesting artifacts, and learned about favorite children's books and toys in 1905, the year the Cragin Library opened. Although the tour is a longstanding Colchester tradition, the Library portion was revised to explain more about the role the library plays in preserving local history and how the students can use those resources in the years to come.

Preparations for the migration to the new system have begun in earnest with weekly staff training sessions held on Wednesday mornings from May 26 through June 30. Additionally, the Library's custodian Roland Brunet will be completing some needed interior painting projects during this time.

Summer is the busiest season of the year at public libraries across the country, so the relative quiet of May allows the Library's staff to prepare for the summer rush. Library staff will provide an integrated summer reading program with Colchester's public schools that will reward students for completing their school's summer reading expectation. Library staff members will be making weekly visits to the Parks and Recreation Day Camp to reward children for their summer reading participation. A full calendar of summer activities for families and children will motivate weekly visits and lots of summer reading!

The Library's newest service, downloadable video, audio book, and e-book titles is off to a strong start with 47 Cragin library cardholders already using the service. They borrowed 140 titles, which represents 1% of library loans for the month of May.

**Registered Patrons:** 13,234 **Colchester residents:** 9,703  
**Circulation:** 10,829 **Y-T-D Circulation:** 139,407 (Fiscal year): *Please see detailed report.*  
**Statewide Interlibrary Loan:** Borrowed 118 items, loaned 48 items  
**Reference Questions:** 394 **Computer Use:** 1,556  
**Children's Display Case:** Hot Wheels collection of Zachary Mlynarski  
**Upstairs Display Case:** Colchester Memorabilia from the Colchester Historical Society  
**Norton Room Art Exhibit:** Heart Photo Gallery of adoptable children for CT DCF

**ADULT PROGRAMS:**

Book Repair Programs (4)	9 participants; 50 items repaired
Volunteer program	5 volunteers; 33 hours
Container Gardening	23 attendees
Presentation to AARP	24 attendees
Book Discussion	1 participant

**TEEN PROGRAMS:**

Book Discussion	3 participants
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**CHILDREN'S PROGRAMS:**

Storytimes (16)	154 children, 93 adults
3 <sup>rd</sup> Grade History Tour (22)	297 participants
Open Crafts (1)	6 participants
Book Discussion	1 participants

**MEETING ROOMS:**

Meeting Rooms (4)	55 meetings; 682 attendees
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## Cragin Memorial Library Monthly Activity Report May 2010

Collection	Adult Materials		Children's Materials		Teen Materials		All Materials & Collections			
	Number Loaned May 10	Number Loaned FY YTD	Number Loaned May 10	Number Loaned FY YTD	Number Loaned May 10	Number Loaned FY YTD	Number Loaned May 10	Number Loaned FY YTD	Percentage of Monthly Loans	Percentage of YTD Loans
<b>Books &amp; Audiobooks</b>										
<i>Fiction</i>	2,600	30,870	1,816	27,551	340	4,374	4,756	62,795	44%	45%
<i>Non-Fiction</i>	1,042	13,024	572	6,279	22	298	1,636	19,601	15%	14%
<b>Total Books</b>	<b>3,642</b>	<b>43,894</b>	<b>2,388</b>	<b>33,830</b>	<b>362</b>	<b>4,672</b>	<b>6,392</b>	<b>82,396</b>	<b>59%</b>	<b>59%</b>
<b>Media</b>										
<i>Entertainment DVDs</i>	1,165	17,894	750	8,685	NA		1,915	26,579	18%	19%
<i>Non-Fiction</i>	147	1,663	36	502	NA		183	2,165	2%	2%
<i>Music</i>	256	4,655	58	522	33	524	347	5,701	3%	4%
<i>Periodicals</i>	94	1,057	14	349	NA		108	1,406	1%	1%
<i>CD-ROMs</i>	-	6	15	208	NA		15	214	0%	0%
<b>Total Media</b>	<b>1,662</b>	<b>25,275</b>	<b>873</b>	<b>10,266</b>	<b>33</b>	<b>524</b>	<b>2,568</b>	<b>36,065</b>	<b>24%</b>	<b>26%</b>
<b>Other Materials</b>										
<i>Computers</i>	1,556	18,874	NA		NA		1,556	18,874	14%	14%
<i>Head Phones</i>	158	1,573	NA		NA		158	1,573	1%	1%
<i>Museum Passes</i>	NA		11	288	NA		11	288	0%	0%
<i>Miscellaneous</i>	4	66	NA		NA		4	66	0%	0%
<i>Overdrive Downloads</i>	140	145	NA		NA		140	145	1%	0%
<b>Total Other Materials</b>	<b>1,858</b>	<b>20,658</b>	<b>11</b>	<b>288</b>	<b>-</b>	<b>-</b>	<b>1,869</b>	<b>20,946</b>	<b>17%</b>	<b>15%</b>
<b>Total All Materials</b>	<b>7,162</b>	<b>89,827</b>	<b>3,272</b>	<b>44,384</b>	<b>395</b>	<b>5,196</b>	<b>10,829</b>	<b>139,407</b>	<b>100%</b>	<b>100%</b>

Service Desk Statistics	May-10	Y-T-D	May-09	May-08
Items Loaned	10,829	139,407	11,970	11,921
Reference Questions	394	6,655	650	640
ILLs Borrowed	118	1,432	143	141
ILLs Loaned	48	773	43	48

Program Statistics	Programs Held	Program Attendance
Adult	7	52
Teen	1	3
Children's	40	551
<b>Total</b>	<b>48</b>	<b>606</b>

Technical Services	Items Added
Adult	20
Teen	-
Children's	15
<b>Total</b>	<b>35</b>

