

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Agenda
Thursday, July 15, 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 17, 2010 Board of Selectmen Regular Meeting
4. Approve Minutes of the June 30, 2010 Board of Selectmen Special Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
7. Budget Transfers –
8. Tax Refunds & Rebates
9. Discussion and Possible Action on Acceptance of Cody Camp Field
10. Discussion and Possible Action on Federal Youth Employment Program
11. Discussion and Possible Action on 57 Fest Contracts
12. Discussion and Possible Action on Historic Documents Preservation Grant Resolution
13. Discussion and Possible Action on Business Association Agreement with McGladrey & Pullen, LLP
14. Discussion and Possible Action on MUNIS Crystal Reports Software Contract Renewal
15. Discussion and Possible Action on Renewal of LAP & Workers Compensation Insurance
16. Discussion and Possible Action on Renewal of Exercise Instructor Contract
17. Discussion and Possible Action on Renewal of Easter Seals Contract
18. Discussion and Possible Action on Memorandum of Agreement with MEUI, Local 506, SEIU, AFL-CIO, CLC
19. Discussion and Possible Action on Economic Development Coordinator

20. Discussion and Possible Action on Resident State Trooper Contract
21. Discussion and Possible Action on Colchester Board and Commission Handbook
22. Citizen's Comments
23. First Selectman's Report
24. Liaison Report
25. Executive Session to Discuss Authorization for Retirement Account Withdrawal
26. Discussion and Possible Action on Authorization for Retirement Account Withdrawal
27. Adjourn

Gregg Schuster



First Selectman

RECEIVED
COLCHESTER, CT
2010 JUN 21 AM 9:31

Nancy A. Gray
NANCY A. GRAY
TOWN CLERK

**Board of Selectmen Regular Meeting Minutes
Thursday, June 17, 2010
Colchester Town Hall
Meeting Room 1 – 7:00 pm**

REVISED

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

MEMBERS ABSENT:

OTHERS PRESENT: Gregg Plunkett, Chief Walter Cox, Dave Anderson, Maggie Cosgrove, Brendan Healy, Nancy Bray, Rob Tarlov, Dot Mrowka, Attorney Langhammer, 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**
Rosemary Coyle moved to add to the agenda, "Discussion and Possible Action on on Senior Center Grant Renewal" as item # 26", to remove agenda item #18, "Discussion and possible action on Cody Camp Field Acceptance," to change agenda item # 8 "Discussion and Possible action on Appointment of Don Favry as Animal Control Officer and William Paul to Assistant Animal Control Officer" to item # 25, move item # 25 to become the new #8, and renumber accordingly," seconded by Greg Cordova. Unanimously approved. MOTION CARRIED.
3. **Approve Minutes of the June 3, 2010 Board of Selectmen Regular Meeting**
Rosemary Coyle moved to approve the minutes of the regular June 3, 2010 Board of Selectmen meeting with a change on # 8, being that Rosemary Coyle made the motion, not Greg Cordova, seconded by Stan Soby. Unanimously approved. MOTION CARRIED.
4. **Citizen's Comments:** Kelley Nicholas of 380 Old Hebron Road discuss ongoing issue of neighbor's guinea hens, chickens and exotic birds causing a nuisance to her family.
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 was interviewed. Greg Cordova moved to appoint Jeffrey M. Brainard to fill vacancy left by Gary Harris for a term to expire 11/21/2011, seconded by Jim Ford. 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 was interviewed on 06/03/2010.** Stan Soby moved to appoint Mike Trocchi as a regular member of the Historic District Commission to fill vacancy left by the resignation of William Rowan Beer for a term to expire 11/30/2011, seconded by Rosemary Coyle. Unanimously approved. MOTION CARRIED.
- 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.** This item was addressed under item 5b.

6. **Budget Transfers**

Jim Ford moved to approve the Planning & Code Administration budget transfer of \$1,041 from "Professional Memberships (11411-43258)" to "Professional Services (11411-44208)," seconded by Stan Soby. Unanimously approved. MOTION CARRIED

Rosemary Coyle moved to approve the Fire Department budget transfer of \$4,000 from "Protective Clothing & Safety Equipment (12202-42323)" to "Physicals & Testing (12202-45216), seconded by Greg Cordova. Unanimously approved. MOTION CARRIED

7. **Tax Refunds & Rebates**

Stan Soby moved to approve tax refunds in the amount of \$15.52 to Rossi Law Offices, \$18.69 to Ivan Schurr, and \$1,618.85 to Toby Biederstadt, seconded by Greg Cordova. Unanimously approved. MOTION CARRIED.

8. **Discussion and Possible Action on Collection Services Agreement:** Rosemary R. Coyle moved to accept the collection services agreement with Rossi Law Office LTD and to authorize the First Selectman to sign all necessary documents, seconded by Greg Cordova. Unanimously approved. MOTION CARRIED. Attorney Langhammer addressed the Board to discuss the Tax Collection process.

9. **Discussion and Possible Action on Elevator Maintenance Contract**

Rosemary Coyle moved to approve the Elevator Maintenance Contract to Hartford Elevator, as recommended by the Facilities Director, and to authorize the First Selectman to sign all necessary documents, seconded by Stan Soby. Unanimously approved. MOTION CARRIED.

10. **Discussion and Possible Action on Fire Alarm Service Contract**

Rosemary Coyle moved to approve the Fire Alarm Service Contract to CINTAS, as recommended by the Facilities Director, and to authorize the First Selectman to sign all necessary documents, seconded by Jim Ford. Unanimously approved. MOTION CARRIED.

11. **Discussion and Possible Action on Fire Extinguisher and Exhaust Hood Service Contract**

Jim Ford moved to approve the Fire Extinguisher and Exhaust Hood Service Contract to Life Safety Service and Supply, as recommended by the Facilities Director, and to authorize the First Selectman to sign all necessary documents, seconded by Stan Soby. Unanimously approved. MOTION CARRIED.

12. **Discussion and Possible Action on Generator Service and Repair Contract**

Rosemary Coyle moved to approve the Generator Service and Repair Contract to GDL Services, as recommended by the Facilities Director, and to authorize the First Selectman to sign all necessary documents, seconded by Greg Cordova. Unanimously approved. MOTION CARRIED.

- 13. Discussion and Possible Action on Heating/HVAC Service Contract**
Greg Cordova Moved to approve the Heating/HVAC Service Contract to Reliable Oil for the Youth Center, Senior Center, and the Fire Department and to SOLO Mechanical for the Town Hall and Cragin Memorial Library, as recommended by the Facilities Director, and to authorize the First Selectman to sign all necessary documents, seconded by Stan Soby. Unanimously approved. MOTION CARRIED.
- 14. Discussion and Possible Action on Security System Service and Monitoring Contract**
Stan Soby moved to approve the Security Systems Service and Monitoring Contract to American Alarm Company, as recommended by the Facilities Director, and to authorize the First Selectman to sign all necessary documents, seconded by Rosemary Coyle. Unanimously approved. MOTION CARRIED.
- 15. Discussion and Possible Action on Sprinkler System Service Contract**
Rosemary Coyle moved to approve the Sprinkler System Service Contract to Simplex-Grinnell, as recommended by the Facilities Director, and to authorize the First Selectman to sign all necessary documents, seconded by Greg Cordova. Unanimously approved. MOTION CARRIED.
- 16. Discussion and Possible Action on Oil, Diesel, and Gas Contract for Town and Schools**
Rosemary Coyle moved to approve the contract with Dime Oil for the purchase of heating oil, unleaded gasoline, and diesel fuel for fiscal year June 1, 2010 through June 30, 2011, and to authorize the First Selectman to sign all necessary documents, seconded by Greg Cordova. Unanimously approved. MOTION CARRIED.
- 17. Discussion and Possible Action on Endorsement of Tree Donation Proposal**
Greg Cordova moved to accept the donation of a tree and associated memorial plaque, and their installation at the RecPlex, as recommended by the Parks & Recreation Commission, seconded by Stan Soby . Unanimously approved. MOTION CARRIED.
- 18. Discussion and Possible Action on Federal Adult Employment Program**
Greg Cordova moved to reauthorize the Federal Adult Employment Program agreement to allow TVCCA to place up to six workers in the Parks & Recreation Department from July 1 through September 30, seconded by Stan Soby. Unanimously approved. MOTION CARRIED.
- 19. Discussion and Possible Action on Colchester Organization of Recreational Tennis (CORT)**
Rosemary Coyle moved to form a Colchester Tennis Association to help promote and organize activities that would generate funds to be distributed directly toward tennis court improvements, additional facilities, events, and equipment, seconded by Stan Soby. Unanimously approved. Motion Carried. Rosemary Coyle moved to approve the sponsorship opportunity on the condition the Park and Recreation Commission also approves of the sponsorship opportunities, seconded by Stan Soby. Unanimously approved. MOTION CARRIED.
- 20. Discussion and Possible Action on Water Capital Appropriation**
Greg Cordova moved to approve the Water Capital Appropriation, as recommended by the Sewer & Water Commission, of \$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, seconded by Rosemary Coyle. Unanimously approved. MOTION CARRIED.

21. **Discussion and Possible Action on Water and Sewer Infrastructure Extension Project Engineering Consultant Contract**
Jim Ford moved to accept the Weston & Sampson proposal for "Consulting Engineering Services for Expansion of the Town's Sewer and Water Infrastructure to Commercial Use Zones" with a lump sum fee of \$83,550 and to authorize the First Selectman to sign all associated agreements, including any associated agreement with the State related to the STEAP grant, seconded by Stan Soby. Unanimously approved. MOTION CARRIED.
22. **Discussion and Possible Action on Marvin Road Drainage Improvement Contract**
Stan Soby moved to award the Marvin Road Drainage Improvement Contract to Bakaj Construction, as recommended by the Public Works Director, and to authorize the First Selectman to sign all necessary documents, seconded by Rosemary Coyle. Unanimously approved. MOTION CARRIED.
23. **Discussion and Possible Action on Approving the Resolution Regarding the FY 2009 HSGP Omnibus Memorandum of Agreement**
Greg Cordova moved to accept the resolution regarding the FY 2009 HSGP Omnibus Memorandum of Agreement and to authorize the First Selectman to sign all necessary documents, seconded by Rosemary Coyle. Unanimously approved. MOTION CARRIED.
24. **Discussion and Possible Action on Employee Assistance Program Contract**
Stan Soby moved to approve the memorandum of agreement between United Community & Family Services, Inc. and the Town of Colchester for fiscal year July 1, 2010 through June 30, 2011, and to authorize the First Selectman to sign all necessary documents, seconded by Greg Cordova. Unanimously approved. MOTION CARRIED.
25. **Discussion and Possible Action on Appointment of Don Favry as Animal Control Officer and William Paul as Assistant Animal Control Officer.**
Stan Soby moved to appoint Don Favry as Animal Control Officer for a one-year term to expire 6/16/2011, and William Paul as Assistant Animal control Officer for a one-year term to expire 6/16/2011, seconded by Greg Cordova. Unanimously approved. MOTION CARRIED.
26. **Discussion and Possible Action on Senior Center Grant Renewal**
Rosemary Coyle moved to authorize the Senior Center Director to submit an application to the Brookdale Foundation, for renewal funding in the amount of \$3,000 for the Making Memories Program, and to authorize the First Selectman to sign all necessary documents, seconded by Greg Cordova. Unanimously approved. MOTION CARRIED.
27. **Discussion and Possible Action on Personnel Policy Update Process**
It was the consensus of the Board to review and discuss revision of personnel policy in increments. No Motion was made.
28. **Discussion and Possible Action on Cancellation of July 1 Board of Selectmen Meeting**
Greg Cordova moved to cancel the July 1, 2010 meeting of the Board of Selectmen, seconded by Stan Soby. Unanimously approved. MOTION CARRIED.
29. **Citizen's Comments**
None
30. **First Selectman's Report**
First Selectman Schuster reported on the opening ceremony for Cody Camp on Saturday, 6/18/2010 at 9:00 a.m., he invited all Board Members to attend if possible. He advised all present of the General Assembly meeting regarding the conveyance tax and urged all to speak out on the matter. G. Schuster reported on "The Kids for Kindness" program he attended in Hartford and shared what a great event it was.

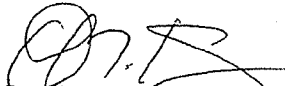
31. Liaison Report

J. Ford commented on the Historic District Commission, Conservation Commission and the Health District Task Force. R. Coyle commented on the Commission on Aging, the Open Space Commission, and the Senior Center Study Group report attached. S. Soby commented on the Planning & Zoning Commission and Zoning Board of Appeals.

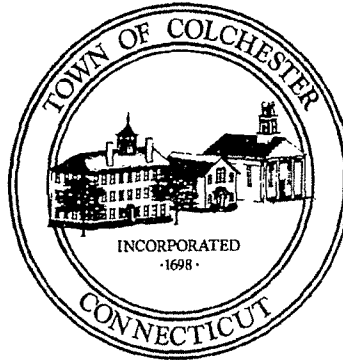
32. Adjourn

Greg Cordova moved to adjourn at 8:40 p.m., seconded by Rosemary Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrick M. Kennedy
Executive Assistant to the First Selectman



RECEIVED
COLCHESTER, CT
2010 JUL -6 AM 11:22

Nancy A. Bray
NANCY A. BRAY
TOWN CLERK

**Board of Selectmen,
Board of Finance, Police Retirement Board,
and Police Commission Joint Special Meeting**

**Wednesday, June 30, 2010
Colchester Town Hall**

Meeting Room 1 – 7:00 pm

MINUTES

Board of Selectmen members present: First Selectman Gregg Schuster, Rosemary Coyle, Stan Soby, and Greg Cordova

Board of Selectmen members absent: James Ford

Board of Finance members present: Chairman Bruce Hayn, Cathy Pompei, John Ringo, Robert Esteve, and Robert Tarlov

Board of Finance members absent: Michael Caplet

Police Commission members present: Chairman Glenn Morron, Robert Parlee, John Jones, Don Philips

Police Retirement Board members present: Chairman Brendan Healy, Stan Soby, Dan Eberle, John Ringo

Police Retirement Board members present: Daniel Eberle

OTHERS PRESENT: Derrick Kennedy, Tricia Coblenz, Nancy Bray, Gina Santos, Ron Goldstein, Maggie Cosgrove, Don Kennedy, Officer Suchecki, OFC Green, Officer Regnere, Officer Brosnan, Officer Labonte, Katy Naly, Ryan Blessing, and others.

1. Call to Order

Board of Selectmen – First Selectman Gregg Schuster called the meeting to order at 7:00pm.

Board of Finance – Chairman Bruce Hayn called the meeting to order at 7:00pm.

Police Commission – Chairman Glenn Morron called the meeting to order at 7:00pm.

Retirement Board – Chairman Brendan Healy called the meeting to order at 7:00pm

2. Discussion on Colchester Police Department

Presentation by First Selectman G. Schuster and discussion by board/commission members. No action taken.

3. Adjourn

Board of Selectmen – R. Coyle moved to adjourn at 8:40p.m., seconded by S. Soby.
Unanimously approved. MOTION CARRIED.

Board of Finance – J. Ringo moved to adjourn at 8:40p.m., seconded by R. Esteve.
Unanimously approved. MOTION CARRIED.

Police Commission – R. Parlee moved to adjourn at 8:40p.m., seconded by D. Philips.
Unanimously approved. MOTION CARRIED.

Retirement Board – S. Soby moved to adjourn at 8:40p.m., seconded by J. Ringo.
Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Derrick M. Kennedy
Executive Assistant to the First Selectman

Gregg Schuster



First Selectman

TO: Board of Selectmen

FROM: Derrick M. Kennedy, Executive Assistant

RE: Current Board/Commission Vacancies

The following boards/commissions have vacancies that the Town is actively pursuing volunteers for application and appointment:

Conservation Commission	Alternate
Economic Development Commission	Member
Fair Rent Commission	Member
Historic District Commission	Alternate
Police Commission	Member
Sewer & Water Commission	Member
Youth Services Advisory Board (2)	Members
Zoning Board of Appeals (2)	Alternates



“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: July 9, 2010
Re: Town Acceptance of Cody Camp Field

Proposal

Accept Cody Camp Memorial Field as a completed Town facility with all improvements.

Rationale

The work has been substantially completed, with all required elements installed. The ground cover has been certified as complete by the Town Engineer, and the foundation’s bond has been released (see enclosed memo).

The site has been cleared of all construction materials and waste, and any damage to existing school grounds has been repaired.

In accordance with the contract between the Town and the Cody Camp Memorial Field Foundation, the foundation is submitting documentation regarding the final construction of the field and complete payment on all items purchased and services contracted.

June 14, 2010

Code Administration
Building Official
Fire Marshal
Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

To: Colchester Board of Selectmen
Copy: Jay Cohen – Parks and Recreation Director
From: Salvatore A. Tassone P.E. – Town Engineer
Re: Cody Camp Memorial Field, Halls Hill Road, Colchester CT.

As requested by Jay Cohen (Parks and Recreation Director), I went out to re-inspect the referenced site on Monday June 7, 2010 with Jay Gigliotti (Wetlands Enforcement Officer). The rill erosion just beyond right field which was noted as item 1 in my previous inspection report appears to have been addressed by filling in the rills with topsoil, reseeding and covering with a "biodegradable" fiber erosion matting. Soil sedimentation into the yard drain plunge pools located just beyond left and right fields, noted as item number 2 in my previous inspection report had been previously addressed, however; there has been a minor re-accumulation of sediment within the rip-rap plunge pools.

Having addressed these two items, I do feel that the site is essentially stable and I recommend release of the \$11,355.00 site restoration/stabilization bond (plus accrued interest) being held by the Town.

Please keep in mind that the two issues noted above are stormwater management issues and that ongoing maintenance of these areas is needed even post site stabilization, especially immediately after severe rain events.

Thanks,

A handwritten signature in cursive script, appearing to read "Salvatore A. Tassone".

Salvatore Tassone P.E.

Town Engineer

BILL OF SALE/REAL PROPERTY IMPROVEMENT TRANSFER AGREEMENT

THIS BILL OF SALE AND REAL PROPERTY IMPROVEMENT TRANSFER AGREEMENT (the "Bill of Sale") made as of this 17th day of June, 2010, by and among the **Town of Colchester**, a Connecticut municipal corporation with an address of 127 Norwich Avenue, Colchester, Connecticut 06415 (the "Town"), the **Colchester Board of Education**, a Local Board of Education on pursuant to the Connecticut General Statutes with an address c/o Town Hall, 127 Norwich Avenue, Colchester, Connecticut 06415 (the "Board"), and **The Cody Camp Memorial Field Foundation, Inc.**, a Connecticut Non-Stock corporation federally recognized as a 501(c)(3) charity with an address of 108 Norwich Avenue, Colchester, Connecticut 06415 (the "Foundation"),

FOR AND IN CONSIDERATION for the sum of \$1 and the naming rights to the dedicated Little League Field, as per section 11a of the agreement dated July 24th, 2009 ("Agreement") between the Foundation, the Town and the Board, and other good and valuable consideration in hand paid, the receipt, sufficiency and adequacy of which are expressly acknowledged, the Foundation does hereby sell, assign, convey, set over, and transfer unto the Town and the Board all personal property (Assets) itemized on the attached Addendum A, and all real property improvements (Real Assets) the Foundation performed to a parcel of land know known as the Cody Camp Memorial Field and located at the Jack Jackter Elementary School at 215 Halls Hill Road in Colchester, CT


TO HAVE AND TO HOLD the Assets and Real Assets unto the Town and Board, and Town and Board's successors and assigns, for Town and Board's own use and benefit, forever.

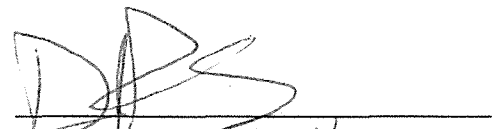
AND Foundation covenants that the Foundation has not done or suffered to be done anything to encumber the Assets or Real Assets, and assign, free of liens, tax obligations, mortgages or other encumbrances from and against all persons whomsoever.

All parties agree that Acceptance of this Bill of Sale hereby releases, acquits and forever discharges all parties their officers, directors and agents against any and all claims, causes of action, charges, suits, actions, complaints, liabilities and obligations of any nature relating to the Agreement dated July 24th 2009.

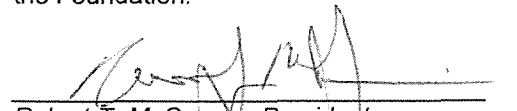
IN WITNESS WHEREOF, the Foundation has caused this Bill of Sale to be executed this 17th day of June, 2010.

Witnesses:


Erin McGovern


David R. Scott

the Foundation:


Robert T. McGovern, President
The Cody Camp Memorial Field Foundation

Date: 7/8/2010

ADDENDUM A (Assets and Real Assets)

ON-FIELD AMENITIES

FOUL POLE: 2 @ Collegiate 25' Yellow Foul Poles 3 1/2" OD Steel upright with 18" x 12' tall wing panel.

BLEACHER 1: 4 Row Mill Finish Aluminum Bleacher, Length 24', Seats 64

BLEACHER 2: 5 Row Mill Finish Aluminum Bleacher with Chainlink Guardrails, Length 21', Seats 80

MOUND: Procage removable pitchers plate with cast iron 10' anchor assembly and post

HOME PLATE: Procage professional grade home plate with plate anchor and post

BASES: Procage youth league breakaway base set with 6' anchor and sleeve

DRAINAGE

YARD DRAIN: 6 @ 2' x 2' x 3' Concrete Yard Drain Box

GRATE: 6 @ Cast Iron Yard Drain Frame and Grate

PIPE: 600' 6 inch perforated PVC pipe with sock

SOLID PIPE: 200' 6 inch solid PVC pipe

STONE: 140 yards ¾ clean stone (installed in drainage system around perforated PVC pipe)

RIP ROCK: 36 yards of Rip Rock for drainage system plunge pool

LANDSCAPE FABRIC: 600' of 6' wide filter fabric

DUGOUTS

FOUNDATION: 2 @ 24' L by 7' D by 12" Thick concrete slab floor and wall foundations

ROOF: 2 @ 24' by 5' hipped dugout roofs with architectural singles and vinyl siding

BENCHES: 2 @ 22ft Long Stainless Steel Dugout benches with back supports

HELMET: 2 @ stainless steel 12 helmet storage rack

BAT: 2 @ stainless steel 24 bat storage rack

BALL: 2 @ stainless steel ball storage holders

GATES: 2 @ galvanized steel locking gates with black vinyl coating

FENCE

BACKSTOP FENCE: - 40' high by 60' wide galvanized steel backstop with black vinyl coating

SAFETY FENCE - 40' long by 8' high galvanized steel safety fence with black vinyl coating

FOUL LINE FENCE - 340' long 4' high galvanized steel foul line fence with black vinyl coating
HOME-RUN FENCE - 340' long 4' high galvanized steel home-run fence with black vinyl coating
FIELD PLAYER GATES: 2 @ baffle gates entrances to field galvanized steel with black vinyl coating
EQUIPMENT GATE: 12' Equipment Gate galvanized steel with black vinyl coating
YELLOW SAFETY FENCE TOPPER – 680' Yellow heavy duty plastic fence topper w/fasteners
PERIMETER FENCE: 415' Galvanized Chain Link Commercial Grade Fence

SOD

49,500 square feet 94% Bluegrass Sod – Playing area
11,250 square feet 94% Bluegrass Sod – Foul Area

IRRIGATION

MAIN LINE: 690' 3" heavy duty PVC solid piping (runs across JJIS soccer field to road)
ZONE LINES: 2200' 2" heavy duty PVC solid piping
INFIELD LINES: 1100' 1" heavy duty PVC solid piping
HEADS: 48 @ I-20 Hunter Irrigation sprinkler units w/ 8" stainless steel riser
ZONE VALVES: 8 @ Hunter zone valve in ground controller units
CONTROLLER: Hunter Irrigation Model 2356 Battery Powered Controller Station (mounted in Dugout)
METER PIT, Connection to town water supply, 3' by 2' meter pit with frame w/cast iron cover w/RPZ backflow set
HOSE ADAPTOR: Quick Connect hose adaptor installed behind pitching mound

FIELD

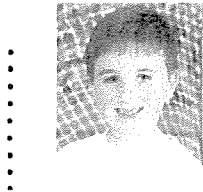
TOPSOIL: 3520 yards screened topsoil on playing and non-playing areas
INFIELD MIX: 144 yards (18,880 tons) Red Infield mix screened
FABRIC: 3 @ 6' wide 90' rolls landscape fabric installed under red infield clay mix
SOD PLAYING AREA: 49,500 square feet Bluegrass Sod – Playing area
SOD NON-PLAYING AREA: 11,250 square feet Bluegrass Sod – Foul Area
SEPTIC SAND: 56 yards septic sand – installed beneath infield for drainage
STONE DUST: 180 yards stone dust – installed on foul line and home run warning track
FABRIC: 3 @ 6' wide 90' rolls landscape fabric installed under red infield clay mix
FABRIC: 16 @ 3' wide 100' rolls landscape fabric installed under foul line and home run warning track

Waiver of Mechanics Liens

To all whom it may concern, **THIS CERTIFIES THAT**

We, the undersigned, contractors, sub-contractors, material men, et cetera, in consideration of One Dollar and other valuable consideration do hereby waive, relinquish and release all liens and claims of lien we now have or may hereafter have upon a piece of land and all the buildings thereon standing, for labor done or to be done and materials furnished or to be furnished in the erection, construction or repair of said buildings, said land being situated in the Town of Colchester, State of Connecticut, located at 215 Halls Hill Road and known as The Cody Camp Memorial Field.

DATE	NAME	SIGNATURE
June 8 2010	Quality building	[Signature]
6/10/10	Rogee Balmer Foundation	[Signature]
6/10/2010	CareFree Storage	R Butler
6-9/10	FENCE MAN & SON'S	[Signature]
6-9-10	THE GRANITE COMPANY	[Signature]
6/10/10	Donna-Renz Construction	Donna Renz
6/9/10	Dutch's Assoc. Inc	Chalk [Signature]
6/9/10	Patino's PWS	[Signature]
6/15/10	Vesaps Const.	[Signature]



Cody Camp Memorial Field Foundation
P.O. Box 178
Colchester, CT 06415
www.codycampfield.com
501c (3) Charitable Foundation

Cody Camp Memorial Field Foundation

PAYMENT RECEIPT

PAYMENT TO: East PBE
Newington, Connecticut

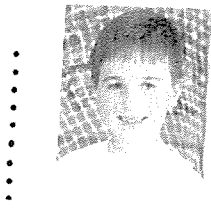
AMOUNT: \$ 1,376.31

Payment represents agreed price Final Payment on machine rental and all invoices for gas usage. The endorsement and deposit of check represents a satisfaction and discharge of all claims by the named Payee.

CHECK# 1034 AMOUNT# 1.376.31 DATE: 12/3/2009

Thomas J. Pace V.P. DATE: 12/8/2009
Signature, Title
East PBE





Cody Camp Memorial Field Foundation
P.O. Box 178
Colchester, CT 06415
www.codycampfield.com
501c (3) Charitable Foundation

Cody Camp Memorial Field Foundation

PAYMENT RECEIPT

PAYMENT TO: Rich Baldi, Baldi Sand and Gravel
DBA: B&B Superior Contractors

AMOUNT: \$ 3,550.00

Payment represents agreed price for all sand and stone, and any other material or service, purchased from Payee for The Cody Camp Memorial Field Foundation thru Wednesday November, 18th 2009. The endorsement and deposit of check represents a satisfaction and discharge of all claims, including Mechanic Liens, by the named Payee thru this date.

CHECK# 1032 AMOUNT# 3,550.00 DATE: 11/18/2009

Richard P Baldi DATE: 11/18/2009
Rich Baldi, Baldi Sand and Gravel
DBA: B&B Superior Contractors

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Cody Camp Memorial Field Foundation
P.O. Box 178
Colchester, CT 06415
www.codycampfield.com
501c (3) Charitable Foundation

Cody Camp Memorial Field Foundation

PAYMENT RECEIPT

PAYMENT TO: Rich Baldi, Baldi Sand and Gravel
DBA: B&B Superior Contractors

AMOUNT: \$5,000.00

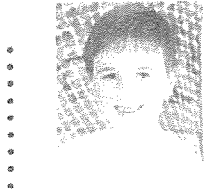
As per agreement dated October 1st 2009 payment represents agreed price for screening topsoil and all work performed by Payee for The Cody Camp Memorial Field Foundation thru Friday October, 16th 2009. The endorsement and deposit of check represents a satisfaction and discharge of all claims by the named payee.

CHECK# 1017 AMOUNT# \$5000.00 DATE: 10/14/2009

Rich Baldi DATE: 11/14/2009

Rich Baldi, Baldi Sand and Gravel
DBA: B&B Superior Contractors

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Cody Camp Memorial Field Foundation
P.O. Box 178
Colchester, CT 06415
www.codycampfield.com

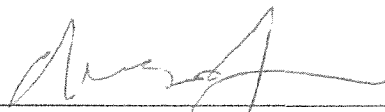
Cody Camp Memorial Field Foundation

Friday, September 24th 2009


Robert and Dawn Sanderson of Marlborough, CT are providing permission to The Cody Camp Memorial Field Foundation to gain temporary access to the Cody Camp Memorial Field site via a property they own on Pleasant Street in Colchester, CT.

While none is expected, The Foundation agrees to repair any damage that it causes to the access area. The Foundation, nor anybody affiliated with the Foundation, will use the access area after November 30th, 2009.

Furthermore, The Foundation agrees to indemnify and hold harmless both Robert and Dawn Sanderson and The Town of Colchester from any and all injury or damage which is caused by use of the access area.

 9/25/2009

Robert T. McGovern
The Cody Camp Memorial Field Foundation

 9/25/09

Bob Sanderson
Marlborough, CT

.....



Colchester and Parks and Recreation

“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: July 8, 2010
Re: Federal Youth Employment Program

Proposal

Authorize the enclosed agreement to allow TVCCA to place one youth worker in our department through the federally funded program from July 19-late August, 2010. The work schedule would be limited to 20 hours per week.

Rationale

This is the same program we employed last summer, and is similar to the adult employment program already authorized for this 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.



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MEMO

To: Board of Selectmen
From: Jason Cohen, Director
Date: July 2, 2010
Re: 57 Fest Contracts

Proposal

Authorize the First Selectmen to execute the enclosed contracts for this year’s 57 Fest event, to be paid for out of the event’s budget within the Program Fund.

Details

Mobile Stage

The stage has been an integral part of the event, creating a focal point and establishing a professional and festive appearance.

Entertainer

Based on their warm reception at last year’s event, we are bringing back this “Blues Brothers” tribute show for the featured concert.

Both of these items are covered by Liberty Bank’s “Exclusive Concert Sponsorship” of \$5,000.

BLUES PATROL SHOW BAND

BOOKING AGREEMENT

THIS CONTRACT, entered into on this ____ day of _____, 2010 is for the services of the Band for the performance described below. The undersigned employer, and the undersigned band, the Blues Patrol Show Band, agree and contract as follows:

1. THE BAND: Blues Patrol Show band is made up of no fewer than seven musicians including bass, drums, guitar, keyboards, saxophone and two singers. Additional pieces may be provided as available at no additional charge. Changes in band members may occur up to the time of the performance due to availability, but band guarantees minimum number of pieces. For information about songs played or the more specific nature of the band please visit www.bluespatrol.com. Band provides all equipment including instruments and back line but not the PA system or lighting equipment. PA system will be provided by the employer at no cost to the Band. We will provide instruments, microphones, stands and guitar amplifiers. (We can bring our PA system, although it may not be sufficiently powerful for the venue. Please advise if we will need to provide any portion of our PA system.)

2. PLACE OF PERFORMANCE: The performance that is the subject of this agreement will take place at a suitable place in Colchester, Connecticut to be determined by the employer. The location must have adequate protection from the elements if outdoors, such as a tent or stage with rain cover or roof.

3. DATE AND TIMES OF PERFORMANCE: The performance will take place on Saturday September 25th from 6PM to 8PM. The musical performance will be for the town festival scheduled on those dates. The band will arrive at or before 4:00 PM to set up equipment. The band will take at least one 15 minute break during the show.

4. PROVISIONS FOR RAIN: The rain date will be the following day, Sunday, September 26th, which is the only acceptable rain date. In the event of rain or if rain is expected, the band will set up inside or a suitable tent will be provided by the event organizers. Cancellations for rain shall not reduce the fee under section 6 of this agreement.

5. WAGE AGREED UPON: The employer will pay the band \$1,500 fee for the performance. Employer agrees not to disclose this sum or business terms with any individual band members at any time, especially on the day of the show, except the undersigned representative of the band. Not all performers are paid the same scale and discussion of this agreement or the amount paid should therefore be avoided. All checks should be payable to CBSC, Inc.

6. DEPOSIT: In order to secure the date, the employer will pay a non-refundable fee of \$1,500 upon signing of this agreement. Failure to make payment with clear funds available within seven days of this agreement will void the obligation of the band to perform but will not void the agreement.

7. ADDITIONAL TERMS: After the signing of this contract, due to the late date, there will be no refund of the deposit upon cancellation of the show by the employer for any reason. Additionally, in the event of cancellation by the employer, the employer will be responsible for payment of the full fee of \$1,500 regardless of reason for cancellation. The band will make best efforts to perform; however, the employer is not entitled to any penalties for band's failure to perform due to circumstances beyond it's control. In such a case, the employer's sole remedy will be a refund of all monies paid.

8. This contract constitutes a complete and binding agreement between the employer and the Band. The undersigned Agent of the Band acts only as agent and assumes no responsibility as between the employer and the Band. This agreement is entered into in good faith and the parties agree to act reasonably with regard to any customary terms and conditions that may have been inadvertently omitted.

9. In case of breach of this contract by Employer, the Employer agrees to pay the amount stated in Section 6 as mitigated damages, plus reasonable attorney's fees, court costs, and legal interest.

If these terms and conditions represent your understanding of the agreement between the parties, then kindly sign and date below to indicate your acceptance.

for Employer:

Jason Cohen, CPRP

Director

Colchester Parks & Recreation

127 Norwich Avenue

Colchester, CT 06415

(860) 537-7295

Fax: (888) 468-6093 (toll-free)

jcohen@colchesterct.gov

www.colchesterct.gov/parks

(Sign & Date) _____

(print name and title) _____

for Band, as authorized agent:

Eduard J. Train, P.O. Box 44, Westport, CT 06880

(Sign & Date) _____



Agreement Date: April 26th, 2010

Rental Agreement: # 9 5 1 1 0 - 1 1

LESSOR:

MSR Mobile Stage Rentals LLC
2331 North State Road 7, Suite 221
Fort Lauderdale, FL, 33313

Telephone: (877) 882-8889
Fax: (866) 704-1194

LESSEE:

TOWN OF COLCHESTER
Attention: Jay Cohen
127 Norwich Avenue
Colchester, CT, 06415

Telephone: (860) 537-7295
Fax: (860) 537-0547

Rental Proposal Summary (Summary)

MSR Contact:	Marie-Josée Benoit	mjbenoit@mobilestagerentals.com
Lessee Contact:	Jay Cohen	Event Site: Colchester, CT
Event:	Colchester 57 th Festival	Event Date(s): September 25 th , 2010
Load-In:	September 25 th , 2010	Load-Out: September 25 th , 2010

Equipment: **Model Stageline SL100 including:**

- floor 24' x 20'
- floor height 3'6" to 4'3"
- roof fiber glass 24'11" x 23'7"
- load bearing capacity (5 400 lbs)
- 4 rigging points (350 lbs ea)
- 4 tube trusses 24' – 2"
- 2 sound rigging extensions (up to 800 lbs)
- 1 supervisor 4 hrs set up, 4 hrs tear down
- 2 lateral banner supports 6' x 16'
- 1 rooftop banner support 3'8" x 36'9"
- fire-retardant windwall on 3 sides
- fire-retardant skirting front and sides
- guardrails on 3 sides
- 1 stairway with handrails
- transport

Accessories: (2) Extension platforms 8' x 8'

Rental : \$ 3 100.00

Total rental price: \$ 3 100.00 US Taxes incl. (if applicable)

Payment schedule:

- \$ 1 550.00 payable with signed contract to confirm stage reservation.
- The balance is payable by wire transfer, credit card or certified check 5 days before the stage is delivered.

Insurance coverage requested from LESSEE: \$ 2,000,000 comprehensive General Liability

Additional conditions:

- For any time spent by the supervisor and the driver over the period specified above and that is not caused by Lessor's fault (lack of stagehand as per agreement, delivery delays of sound, lights, etc..), the Lessee will be billed an additional rate of \$ 175.
- Lessee must provide (1) one stagehand for the duration of the set up and teardown.
- Lessee must provide hotel accommodation for our supervisor(s).
- Lessee must make sure that the site has a cleared, no obstruction, full availability and easy access from the road where the stage will be placed (length of 50' width of 8'6" height of 12') the site should support a truck of 13 tons and a stage of 5 tons.

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1 (877) 882-8889

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All upper case terms in this agreement (the "AGREEMENT") have the same meaning as on the above summary page, unless otherwise indicated or if the context dictates otherwise. All information contained on the above summary page forms an integral part of this AGREEMENT.

1. Rental of Equipment

MSR Mobile Stage Rentals LLC (hereinafter "MSR") agrees to rent the EQUIPMENT to the LESSEE, hereby accepting to rent same from MSR, subject to the terms and conditions hereinafter detailed.

MSR shall deliver and install the EQUIPMENT at the site after which time the LESSEE shall be entitled to set-up the EQUIPMENT for its intended use during the event; provided, however that MSR shall have the exclusive authority to supervise and approve the manner in which the LESSEE sets-up the EQUIPMENT in connection with such intended use.

2. Payment

In consideration of the rental of the EQUIPMENT and the services to be provided by MSR to the LESSEE under this AGREEMENT, the LESSEE hereby agrees to pay MSR the rental price in accordance with the payment schedule.

Should the LESSEE fail to pay any part of the rental price in accordance with the payment schedule for any reason whatsoever, MSR shall, in its sole discretion, be entitled to refuse to install the EQUIPMENT (or to uninstall the EQUIPMENT if same has already been installed either in whole or in part) and to remove the EQUIPMENT from the site, the whole without any prejudice to MSR's right to demand from LESSEE payment of any unpaid part to the rental price and any other damage suffered and, moreover, without any recourse or claim of any nature whatsoever by LESSEE against MSR, including, without limitation, under this AGREEMENT or extra-contractually.

3. Site Selection, Preparation, Restoration

Site preparation and restoration costs and expenses, if any, shall be the sole responsibility of and be paid by the LESSEE. Site preparation shall be completed by the LESSEE and approved by MSR prior to the load in date/time.

The LESSEE has the strict obligation to ensure that the site meets the following characteristics commencing as and from the load in date/time and continuing uninterrupted until the load out date/time (the "TERM"):

- Topography and drainage: level and flat, sufficiently drained to prevent retention of standing water;
- Illumination and obstacles: illuminated and free from overhanging tree limbs and other obstacles;
- Site: situated at a place that will allow for easy, convenient and secure access by staff and personnel of LESSEE and MSR;
- Access: Ingress and egress shall be safe and unobstructed to entrance roadways and/or highways.

4. Obligations of LESSEE

LESSEE shall provide, at its sole cost and expense, in addition to any other obligation imposed herein, the following on-site services and personnel:

- A security guard with radio communications stationed next to the EQUIPMENT on a 24-hour basis throughout the TERM;
- The EQUIPMENT and the area surrounding it shall be secured in order to prevent access to non-authorized persons throughout the TERM;
- Security fences of a minimum height of 1.22 m (4') surrounding the EQUIPMENT on all sides. The security fences facing the EQUIPMENT shall be a minimum of 3.01 m (10') from the EQUIPMENT;
- All electrical hook ups;
- Stagehand(s) for the duration of the set up and tear down. See SUMMARY.

MSR personnel shall have free and unrestricted access to the EQUIPMENT and the site throughout the TERM.

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If the LESSEE decides to cancel the event more than fifteen (15) days prior to its scheduled date for any and all reasons, the LESSEE shall pay MSR a minimum of fifty percent (50%) of the amount payable per event. However, if the LESSEE decides to cancel the event fifteen (15) days or less prior to its scheduled date for any and all reasons, MSR shall be entitled to all amounts payable in accordance with this AGREEMENT.

5. Use of the Equipment

The EQUIPMENT shall only be used by LESSEE as agreed with MSR in connection with the event. Any use of the EQUIPMENT not so permitted shall be a default under this AGREEMENT, in which event MSR, in its sole discretion, shall be entitled to remove the EQUIPMENT from the site. LESSEE shall at all times consult with MSR prior to the installation and/or hook up of any lights, sound systems, drapes and all other article onto the EQUIPMENT. LESSEE shall not alter, deface, cover up or conceal any numbering, lettering or insignia displayed on the EQUIPMENT, including, without limitation, all references of any nature whatsoever to the trade names and trademarks MSR Mobile Stage Rentals LLC and STAGELINE, as well as to the address, phone numbers, fax numbers and internet addresses of MSR Mobile Stage Rentals LLC and Stageline Mobile Stage Inc. ("STAGELINE").

6. Insurance and Indemnification

LESSEE is liable for any and all loss and damage caused to third parties arising out of its actions or due to property under its care, custody or control.

MSR is liable for any and all loss and damage caused to third parties arising out of its actions or due to property under its care, custody or control.

LESSEE hereby agrees to completely exonerate and to defend and hold harmless MSR, its officers, agents and employees from any liability, loss, damages, obligations, claims, suits, legal proceeding, assessments and similar matters, arising, directly or indirectly out of the present contract or extra-contractually (collectively the "LESSEE CLAIMS"), except in cases of demonstrable negligence imputable to MSR.

MSR hereby agrees to completely exonerate and to defend and hold harmless LESSEE, its officers and employees from any liability, loss, damages, obligations, claims, suits, legal proceeding, assessments and similar matters, arising, directly or indirectly out of the present contract or extra-contractually (collectively the "LESSOR CLAIMS"), except in cases of demonstrable negligence imputable to LESSEE.

LESSEE shall forthwith, upon first written demand, fully indemnify MSR, its officers and employees, for all costs and expenses incurred in the preparation and defence of any and all LESSEE CLAIMS, including, without limitation, attorneys' fees, as well as all sums that MSR becomes liable to pay to any person as a result of any and all CLAIMS.

MSR shall forthwith, upon first written demand, fully indemnify LESSEE, its officers and employees, for all costs and expenses incurred in the preparation and defence of any and all MSR CLAIMS, including, without limitation, attorneys' fees, as well as all sums that LESSEE becomes liable to pay to any person as a result of any and all CLAIMS.

LESSEE will obtain, pay and provide for during the period that is the object of the AGREEMENT the following policies of insurance:

- Comprehensive General Liability Insurance, for an all inclusive limit of \$2,000,000 each occurrence, for damage the insured will become legally liable to pay because of bodily injury to persons including death, or damage to or destruction of property, including loss of use thereof, caused by or related to the activities associated with "the event", subject to applicable policy conditions except in cases of faulty equipment or installation provided by Lessor.
- The policy shall include a provision that MSR, its officers, employees, agents, directors and representatives are added as an additional insured, but only in respect of the negligence of LESSEE.
- Any deductible applicable to the insurance shall be to the account of LESSEE except in cases of faulty equipment or installation provided by Lessor.

LESSEE shall deliver to MSR a certificate of insurance no later than fifteen (15) days following the signature of this AGREEMENT. If LESSEE fails to deliver the policy to MSR within the aforementioned delay, MSR may, in its sole discretion, purchase and maintain in effect such policy at the expense of LESSEE.

MSR Mobile Stage Rentals LLC, Your Solution People

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www.mobilestagerentals.com

All renewal copies of the policy or certificates of renewal of existing policies shall conform to the terms and conditions of this AGREEMENT.

The policy must contain an endorsement whereby any act, omission or breach of condition by any one insured there under shall not prejudice the insured's right to recover under the policy.

LESSEE shall notify MSR of any accident or incident which can be a basis of a claim by or against any corporation, company or individual bound by this AGREEMENT. Such notice shall be given in writing by fax, with a follow-up copy by overnight messenger service. These provisions in no way affect or replace the notice that LESSEE is to give to the insurer under any of the policy.

7. Severability

In the case any one more of the provisions of this AGREEMENT shall be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this AGREEMENT shall be unaffected thereby and remain in full force and effect.

8. Assignment

LESSEE shall not, without the prior written consent of MSR, assign or transfer this AGREEMENT in whole or in part or permit the EQUIPMENT to be used by anyone other than LESSEE or its duly authorised agents and employees.

9. Legal Fees

In the event that the services of attorneys are required by MSR to enforce its rights pursuant to this AGREEMENT, LESSEE shall be responsible for MSR's reasonable attorneys' fees, experts' fees, court costs and related expenses.

In the event that the services of attorneys are required by LESSEE to enforce its rights pursuant to this AGREEMENT, MSR shall be responsible for LESSEE's reasonable attorneys' fees, experts' fees, court costs and related expenses

10. Force Majeure

Except as otherwise expressly stated in this AGREEMENT, neither MSR or LESSEE shall be liable to the other party for any damages arising out of any failure to perform their obligations under this AGREEMENT caused by, or which results from, any fire, flood or other extreme weather conditions caused by the forces of nature, any embargo, foreign or domestic war, railroad delay, car shortage, shipping delay, or any other cause or contingency outside the control of MSR or LESSEE, as the case may be.

11. Cancellation by MSR

In the event that the EQUIPMENT cannot be delivered by MSR to the site for purposes of the event pursuant to the terms and conditions of this AGREEMENT as a consequence of mechanical failure to the EQUIPMENT, MSR shall have the right to cancel this AGREEMENT and as exclusive and sole damages LESSEE shall receive return of the deposit. Except for the return of the deposit, under no circumstances whatsoever, including, without limitation, under this AGREEMENT or extra-contractually, shall MSR be liable for damages caused by, incurred by, resulting from, arising out of, as a consequence of, or incidental to, any such cancellation. With no signed contract nor deposit, MSR has the right to cancel the stage reservation (Agreement) within (14) fourteen days of the event.

12. Governing Law, Venue

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida, USA. In the event of any litigation between the parties, the parties expressly submit themselves to the jurisdiction of the State of Florida and further agree that Fort Lauderdale shall be the sole proper venue.

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13. Complete understanding; Amendments

This AGREEMENT represents the complete understanding and agreement between the parties with respect to the subject matter hereof, and no statement, representation, warranty or covenant has been made by either party with respect thereto, except as expressly set forth herein. This AGREEMENT shall not be altered, modified, amended or terminated, except by written instrument signed by each of the parties hereto.

Town of Colchester

Per: _____

Date: _____

Print Name: _____

Rental Agreement No. 9 5 1 1 0 - 1 1

I.R.S. Tax # : 06-6001974

Mobile Stage Rentals LLC

Per: _____

Date: _____

Print name: Marie-Josée Benoit

I.R.S. Tax # : 86-1131527

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PAYMENT OPTIONS :

CREDIT CARDS

Visa, MasterCard, Amex
See attached form to be completed
and returned to our office.

OR

WIRE TRANSFER INFORMATION

Account Title: MSR Mobile Stage Rentals LLC

Account Number: 0 0 5 5 6 3 5 2 9 1 4 6

Bank: Bank of America

Wire Routing #: 0 2 6 0 0 9 5 9 3

Branch: Business Banking
401 E Las Olas Blvd. 9th Fl
Fort Lauderdale, FL 33301

OR

PHYSICAL DEPOSIT

Should you chose this option, we require a receipt(s) (proof of payment) in order for us to process the amount(s) transferred.

OR

LOCKBOX SERVICE

Mail your check to: MSR Mobile Stage Rentals LLC
P.O. Box 1 9 8 4 2 5
Atlanta, GA 30384-8425

MSR Mobile Stage Rentals LLC, Your Solution People
1 (877) 882-8889
www.mobilestagerentals.com



CREDIT CARD PAYMENT

Customer's Information

Company: _____

Address: _____

Phone: (____) _____ Contact: _____

I authorize MSR Mobile Stage Rentals to charge on my credit card an amount of:

US\$, , .

Visa

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------

Expiry Date /
M M / Y Y

Mastercard

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------

Expiry Date /
M M / Y Y

American Express

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

Expiry Date /
M M / Y Y

Holder's signature: _____

Date: _____

SECTION RESERVED FOR MSR MOBILE STAGE RENTALS (PLEASE DO NOT USE)

Project Number		<input type="checkbox"/> Deposit <input type="checkbox"/> Balance <input type="checkbox"/> Full payment
Order Form Number		
Transaction Date		
Authorization Number		

Rév. 4 sept. 2007

MSR Mobile Stage Rentals LLC, Your Solution People
 1 (877) 882-8889
www.mobilestagerentals.com



MEMO

To: Board of Selectmen

From: Nancy Bray, Town Clerk

RE: Resolution to Execute Contract for Historic Documents Preservation Grant

This is the grant I applied for in February to purchase a land record cabinet for the vault. The State Library has notified us that we have been approved for the grant.

RESOLUTION

RESOLVED: That Gregg B. Schuster, First Selectman, is empowered to execute and deliver in the name and on behalf of this municipality a contract with the Connecticut State Library for a Historic Documents Preservation Grant.

13

APPLICATION
TARGETED GRANT FY 2011
Historic Documents Preservation Program
Connecticut Municipalities
GP-001 (rev: 12/09)



STATE OF CONNECTICUT
Connecticut State Library
PUBLIC RECORDS ADMINISTRATOR
231 Capitol Ave., Hartford, CT 06106

This form may be completed and printed for submission at www.cslib.org/publicrecords/histdoc/grantforms.htm.

Name of Municipality: **Colchester**

Name of Municipal CEO: **Gregg B. Schuster** **Title:** **First Selectman**
Phone with Area Code: 860-537-7220 **FAX:**
Email: selectman@colchesterct.gov

Name of Town Clerk: **Nancy A. Bray** **Title:** **Town Clerk**
Phone with Area Code: 860-537-7217 **FAX:** 860-537-0547
Email: townclerk@colchesterct.gov **Check if Designated Applicant:**

TC Mailing Address: 127 Norwich Avenue
Colchester, CT 06415

MCEO Address if Different:

Grant Application Deadline: Cycle 1: April 30, 2010
 Cycle 2: September 30, 2010

Grant Contract Period: The contract period begins after July 1, 2010 AND receipt of the fully executed contract. Grant projects must be completed and funds expended by June 30, 2011.

Maximum Grant Allowed: \$3,000 Small Municipality Population less than 25,000
\$6,000 Medium Municipality Population between 25,000 and 99,999
\$9,000 Large Municipality Population of 100,000 or greater

Amount Requested: \$ 3,000.00

Grant Category(ies): Inventory and Planning Organization and Indexing
 Program Development Storage and Facilities
 Preservation/Conservation

Budget Summary	Grant Funds (A)	Local Funds (B)	Total Funds (A+B)
1. Consultants/Vendors (Total cost for all consultants and vendors)	\$	\$	\$
2. Equipment (Total cost for eligible items, i.e. shelving)	\$ 3,000.00	\$ 2,225.00	\$ 5,225.00
3. Supplies (Total cost for eligible items, i.e. archival supplies)	\$	\$	\$
4. Town Personnel Costs (Total cost for all town personnel)	¹ \$	² \$	\$
5. Other (Please identify on a separate sheet)	\$	\$	\$
6. TOTAL	\$ 3,000.00	\$ 2,225.00	\$ 5,225.00

¹ Base pay only for personnel hired directly by the municipality. Personnel costs for vendors should be listed under Consultants/Vendors.
² Personnel taxes and benefits paid by the municipality if grant funds used for base pay.

Narrative Description

On a separate sheet, answer the following four questions. If more than one project, include information on each project. A vendor's proposal or prepared text may not be used in place of the applicant's own words.

1. **Describe the project(s).** Identify the specific records involved (type of records, volume numbers and dates), what will be done, and why.
2. **Identify the vendors and/or town personnel.** Include their assigned duties and the timeframe for completing the work.
3. **Describe what the municipality hopes to accomplish with the grant.** For example, describe how the project(s) will impact the records, the office and the municipality.
4. **Provide a detailed budget that supports the Budget Summary.** Using the same headings (Consultants/Vendors, Equipment, Supplies, Town Personnel Costs), itemize the expenses under each budget category. Total each category and provide a grand total, ensuring that these totals match those shown in the Budget Summary. List grant funds and local funds separately, if applicable. (If itemizing Town Personnel Costs, include the job title, hourly rate, and total number of working hours for each individual.)

Attach copies of supporting documentation. For consultants/vendors, provide a copy of the proposal or quote. For direct purchases of equipment or supplies, provide a copy of the product information/pricing.

Note: If applying for only **one project**, and using only **one vendor**, you may **omit** the detailed budget provided that the expenses are clearly indicated on the attached vendor proposal.

Designation of Town Clerk as Applicant

This section to be completed only if the MCEO wishes to designate the Town Clerk to make the application for the grant.

I hereby designate, Nancy A. Bray, the Town Clerk, as the agent for making the above application.


Signature of MCEO

2/5/10
Date

Gregg B. Schuster, First Selectman
Typed Name and Title of MCEO

Certification of Application

This section must be signed by the applicant.

If the Town Clerk has been designated above, the Town Clerk must sign. If the Town Clerk is not designated, the MCEO must sign.

I hereby certify that the statements contained in this application are true and that all eligibility requirements as outlined in the *FY 2011 Targeted Grant Guidelines* have been met.

Signature of Applicant (MCEO or Town Clerk if Designated)

Date (must be same as or later than above date)

Nancy A. Bray
Typed Name and Title of Applicant

For State Library Use Only

Grant Disposition: Approved Denied

Grant Award: \$ _____

Grant Number: _____

Signature of Public Records Administrator

Date

TOWN OF COLCHESTER
Historic Documents Preservation
Targeted Grant Application Second Page

Narrative Description:

1. The entire amount of grant money will be used for Storage and Facilities. Our project this year will be to purchase two locking, spinning shelving units to hold our land record volumes. We are running out of storage space; estimated time will be January 2011 depending on recording volume throughout the year.
2. The vendor is Dupont Systems, 325 Sandbank Road, Unit B3, Cheshire, CT 06410. They will deliver two units, Shelving A and Shelving B, which will include a warranty of five years on the components and one year on labor.
3. These units should enable the Town to store 14 years worth of volumes, which is approximately 480 books. They are self-contained so can be moved around the vault if needed and can be locked for further use as a vitals cabinet.

TOWN OF COLCHESTER
Historic Documents Pres. Targeted Grant
Detailed Budget Page

Part I: Consultant/Vendor – Grant Funds (A)	\$3,000.00
Local Funds (B)	2,225.00
To offset overage	
Total	<u>\$5,225.00</u>



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

Date: June 17, 2010

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: McGladrey & Pullen, LLP - Business Associate Agreement -
Protected Health Information

Background

McGladrey & Pullen, LLP is the independent auditing firm for the Town of Colchester. The audit services to be provided involve the use or disclosure of information which meets the statutory definition of Protected Health Information. Under the Standards for Privacy of Individually Identifiable Health Information, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, the Town and the auditing firm must enter into a written business associate agreement with respect to the use and disclosure of Protected Health Information.

Recommendation

Authorize First Selectman to sign the Business Associate Agreement with McGladrey & Pullen, LLP.

McGladrey & Pullen

Certified Public Accountants

McGladrey & Pullen, LLP
One Church Street
New Haven, Connecticut 06510-3332
O (203) 773-1909 F (203) 773-0591
www.mcgladrey.com

June 3, 2010

Ms. N. Maggie Cosgrove
Chief Financial Officer
Town of Colchester
127 Norwich Avenue, Suite 203
Colchester, CT 06415

This Agreement (the "Business Associate Agreement") is made and effective as of June 3, 2010 (the "Effective Date"), by and between McGladrey & Pullen, LLP ("Business Associate"), and the Town of Colchester, Connecticut ("Covered Entity").

WHEREAS, Business Associate provides certain services to or for Covered Entity pursuant to our understanding of the arrangements for services we are to perform for the Town of Colchester for the year ending June 30, 2010, between Business Associate and Covered Entity (the "Services Agreement") which involves the use or disclosure of information which meets the statutory definition of Protected Health Information (defined below) under the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts C ("Security Rule") and E (the "Privacy Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5).

WHEREAS, under the Privacy Rule, Covered Entity and Business Associate must enter into a written business associate agreement with respect to the use and disclosure of Protected Health Information.

NOW THEREFORE, in consideration of the mutual provisions contained herein, it is agreed as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in the Privacy Rule.
 - 1.1 **Breach.** "Breach" shall have the same meaning as the term "breach" in § 13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.
 - 1.2 **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR § 164.501.

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- 1.3 **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - 1.4 **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - 1.5 **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
 - 1.6 **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - 1.7 **Unsecured Protected Health Information.** "Unsecured Protected Health Information" or "Unsecured PHI" shall mean Protected Health Information that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in § 13402(h) of the HITECH Act.
2. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 3. **Obligations and Activities of Business Associate.**
 - 3.1 **Use and Disclosure of Protected Health Information.** Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
 - 3.2 **Safeguards against Misuse of Protected Health Information.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Business Associate Agreement.
 - 3.3 **Reporting of Disclosures of Protected Health Information.** Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Business Associate Agreement of which it becomes aware.
 - 3.4 **Mitigation Procedures.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a misuse or unauthorized disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
 - 3.5 **Breach Notification.** If a breach of unsecured PHI occurs at or by Business Associate, Business Associate must notify the Covered Entity following the discovery of the breach, without unreasonable delay and in all cases no later than thirty (30) calendar days from the discovery of the breach. Business Associate's notification to Covered Entity shall:
 - a. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and

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- b. Be in substantially the same form as Exhibit A hereto.
- 3.6 **Agreements with Third Parties.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information.
- 3.7 **Access to Protected Health Information.** Within thirty (30) days after receipt of a written request from Covered Entity, Business Associate agrees to provide access (i) to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524 (this provision will not apply to Business Associate if Business Associate does not have Protected Health Information in a Designated Record Set); and (ii) to its premises for a review and demonstration of its internal practices and procedures for safeguarding Protected Health Information.
- 3.8 **Amendments to Protected Health Information.** Within thirty (30) days after receipt of a written request from Covered Entity, Business Associate agrees to make any amendment(s) to Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, contained in a Designated Record Set that the Covered Entity directs about an Individual. This provision will not apply to Business Associate if Business Associate does not have Protected Health Information in a Designated Record Set.
- 3.9 **Availability of Books and Records.** Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 3.10 **Accounting of Disclosures.** Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528. Within thirty (30) days after receipt of a written request from Covered Entity, Business Associate agrees to make such documentation available to Covered Entity.
- 3.11 **Use of Protected Health Information for Proper Management.** Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out its legal responsibilities.
- 3.12 **Disclosure of Protected Health Information for Proper Management.** Except as otherwise limited in this Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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- 3.13 **Data Aggregation Services.** Except as otherwise limited in this Business Associate Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - 3.14 **Reporting Violations of Law.** Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).
4. **Obligations of Covered Entity.**
- 4.1 **Limitations in Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices to an Individual pursuant to the Privacy Rule, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
 - 4.2 **Revocation of Permission.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
 - 4.3 **Agreed Upon Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
 - 4.4 **Minimal Disclosure.** Covered Entity shall disclose to Business Associate only the minimum amount of Protected Health Information necessary to allow Business Associate to fulfill its obligations to Covered Entity under the Services Agreement. Wherever practicable, Covered Entity will redact personal identifiers from Protected Health Information disclosed to Business Associate.
5. **Term and Termination of Business Associate Agreement.**
- 5.1 **Term.** The Term of this Business Associate Agreement shall be effective as of the Effective Date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
 - 5.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach of this Business Associate Agreement by Business Associate, Covered Entity shall either:
 - (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Business Associate Agreement if Business Associate does not cure the breach or end the violation within thirty (30) days after receipt of written notice from Covered Entity;

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- (b) Immediately terminate this Business Associate Agreement if Business Associate has breached a material term of this Business Associate Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, Covered Entity may report the violation to the Secretary.

5.3 Effect of Termination.

- (a) Except as provided in Section 5.3(b) below, upon termination of this Business Associate Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. **Indemnification.** Each party (the "Indemnifying Party") will indemnify and hold harmless the other party and its partners, directors, officers, employees, agents, and subcontractors (each an "Indemnified Party") from and against all actions, liabilities, damages, penalties, losses, awards, judgments, settlements consented to by the Indemnifying Party, proceedings and demands related to, arising out of or in any way connected with any third party claim resulting from the breach of this Business Associate Agreement by the Indemnifying Party, the negligent acts or omissions or willful misconduct of the Indemnifying Party, or any violation of applicable law by the Indemnifying Party.
7. **Limitation of Liability.** Business Associate's total liability relating to this Business Associate Agreement and the Services Agreement shall be limited as set forth in the Services Agreement.
8. **Governing Law.** This Business Associate Agreement shall be interpreted, construed, and enforced in accordance with the substantive law of the State of Connecticut, without giving effect to the conflict of laws principles thereof. Venue for any dispute involving the interpretation or enforcement of this Business Associate Agreement shall be in either the courts of the State of Connecticut or in federal courts located within the State of Connecticut as appropriate.
9. **Notice.** All notices and other communications permitted or required to be given hereunder shall be in writing and either: (i) delivered in person; (ii) sent by express mail or other overnight delivery service providing receipt of delivery; (iii) mailed by certified or registered mail, postage prepaid, return receipt requested; or (iv) sent by facsimile transmission (with confirmation of receipt) as follows:

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If to Business Associate:

McGladrey & Pullen, LLP
One Church Street
New Haven, CT 06510
Attn: Scott A. Bassett
Fax: 203-773-0591

If to Covered Entity:

Town of Colchester
127 Norwich Avenue, Suite 203
Colchester, CT 06415
Attn: Ms. N. Maggie Cosgrove, Chief Financial Officer
Fax: 860-537-7231

10. Miscellaneous.

- 10.1 **Regulatory References.** A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- 10.2 **Survival.** The respective rights and obligations of Business Associate under Section 5.3 (Effect of Termination) of this Business Associate Agreement shall survive the termination of this Business Associate Agreement.
- 10.3 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- 10.4 **Inconsistent Terms.** The terms and conditions of this Business Associate Agreement control over and supersede any inconsistent terms in the Services Agreement.
- 10.5 **Amendment and Modification.** This Business Associate Agreement may only be amended or modified by an instrument in writing signed by duly authorized representatives of the parties. The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- 10.6 **Headings.** The headings contained in this Business Associate Agreement are for convenience of reference only and do not define or limit the provisions hereof.
- 10.7 **Counterparts and Facsimile Signature.** This Business Associate Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile copy of this Business Associate Agreement will be treated as an original and will be admissible as evidence of this Business Associate Agreement.

[Signature page to follow.]

McGladrey & Pullen

Certified Public Accountants

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

Please sign both copies keeping one for your files and returning one copy to:

McGladrey & Pullen, LLP
One Church Street, 8th Floor
New Haven, CT 06510

McGladrey & Pullen, LLP

Town of Colchester

By: *Scott A. Bassett*
Name: Scott A. Bassett
Title: Partner

By: _____
Name: _____
Title: _____

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Exhibit A

This notification is made pursuant to Section 3.4 of the Business Associate Agreement between McGladrey & Pullen, LLP ("Business Associate"), and the Town of Colchester ("Covered Entity").

Business Associate hereby notifies Covered Entity that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: **[Insert]**

Date of the breach: **[Insert]**

Date of the discovery of the breach: **[Insert]**

Number of individuals affected by the breach: **[Insert]**

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): **[Insert]**

Any steps individuals should take to protect themselves from harm resulting from the breach: **[Insert]**

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: **[Insert]**

Contact information to ask questions or learn additional information:

Name:

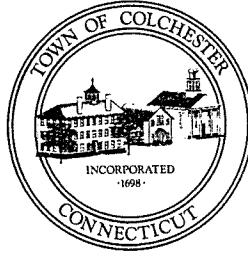
Title:

Address:

Email Address:

Toll-free Phone Number:

Website:



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

Date: June 17, 2010

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Munis Crystal Reports Financial Software Contract Renewal

Background

The Board of Selectmen previously approved the renewal of the Munis Financial Software - Application Service Provider (ASP) contract for an additional three-year term through June 30, 2013. In addition to the ASP contract, there is a separate annual support and license agreement for the Crystal Reports application. The attached agreement is for the period July 1, 2010 through June 30, 2011 in the amount of \$1,822.80. This cost is shared by the Town and Board of Education and was included in the FY 2010-2011 adopted budget.

Recommendation

Approve Annual Support and License Agreement for Munis Crystal Reports application for the period July 1, 2010 through June 30, 2011 and authorize First Selectman to sign the agreement.

V. Terms and Conditions for Licensing:

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV., and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensor.

VI. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee.
 - a.) MUNIS shall provide software-related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
 - b.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printout of source code programs and documentation.
 - c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
 - d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
 - e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Releases, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
 - f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
 - a.) Installation of the Licensed Software, onsite support, application design, and other consulting services, or any support requested outside of normal business hours.
 - b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation in the Current Software Release, as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
 - a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
 - b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by the Licensee for services under this Agreement. **THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.**

VII. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both the Licensee and MUNIS.
3. **Suspension:** Support and services will be suspended whenever Licensee's account is thirty days overdue. Support and services will be reinstated when Licensee's account is made current.
4. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND MUNIS WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF THE PRODUCTS COVERED BY THIS AGREEMENT.
5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.

**ANNUAL SUPPORT A GREEMENT AND LICENSE AGREEMENT
FOR MUNIS® SOFTWARE**

Invoice to:	<u>Town and B.O.E. Colchester</u>	Contact:	<u>N. Maggie Cosgrove</u>
<u>1106</u>	<u>127 Norwich Avenue</u>		
Address:	<u>Colchester, CT 06415</u>	Telephone:	<u>860.537.7229</u>

This Support and License Agreement (herein "Agreement") is entered into between Town and B.O.E Colchester (Licensee) with its principal place of business at 127 Norwich Avenue, Colchester, CT and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at 370 US Route One, Falmouth, Maine, 04105 on this 1st day of July 2010.

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

The Licensee agrees to purchase and MUNIS agrees to provide services for the products listed below in accordance with the following terms and conditions.

I. Term of Agreement

This Agreement is effective as of 07/01/10 and shall remain in force until 06/30/11 (one-year term). Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee structure as established by the Licensor.

II. Scope of the Agreement

Both parties acknowledge that this Agreement covers both Support and Licensing for the products listed below, used by the Licensee for the operations of: City/Town/Village School County Other (This Agreement is limited to only those entities marked.)

III. Payment

1. Licensee agrees to pay MUNIS \$ 1,822.80, for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
2. Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

IV. Covered Products

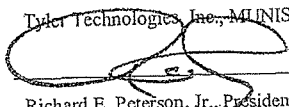
This Agreement is limited to the following listed products which are registered for Licensee's AIX 5.3 system.

Application:
MUNIS Crystal Reports

Application:
C

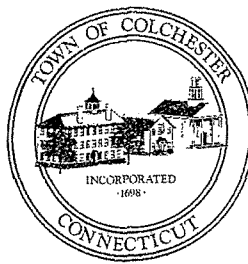
Licensee¹

Date

Tyler Technologies, Inc., MUNIS Division

Richard E. Peterson, Jr., President
Date June 2, 2010

* Current Billable Service Rates are available on request.
Rates are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

¹ Licensee's acceptance signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.
Revised 8/1/2007



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

Date: July 7, 2010

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Renewal of LAP & Workers Compensation Insurance

USI Connecticut has submitted the proposed renewal of the Liability-Auto-Property (LAP) & Workers Compensation insurance coverage for the Town and Board of Education for FY 2010-2011 with CIRMA (Connecticut Interlocal Risk Management Agency). CIRMA operates two risk management pools providing LAP & Workers Compensation insurance coverage for municipalities, school districts and local public entities. CIRMA also provides consulting services, risk management workshops and access to its media library at no additional cost to its members.

USI Connecticut has also submitted the proposed renewal of property, auto, liability, and accident & sickness insurance coverages for the Fire Department with VFIS (Volunteer Firemen's Insurance Services). VFIS provides insurance, education, training and consulting for emergency services organizations.

Recommendation

Approval of proposed FY 2010-2011 insurance renewal with CIRMA and VFIS, and authorization for First Selectman to sign all necessary documents related to the renewal.

**Town and BOE of Colchester
7/1/10-11 Property/Casualty Insurance Proposal**

Coverage	Limit	Company	2009-10 Premium	2010-11 Premium
Property	\$150,734,524	CIRMA	\$ 248,376	\$ 247,162
Inland Marine	\$1,653,652	CIRMA	Included Above	Included Above
Boiler & Machinery	\$100,000,000	CIRMA	Included Above	Included Above
Automobile	\$1,000,000	CIRMA	Included Above	Included Above
General Liability	\$1,000,000	CIRMA	Included Above	Included Above
Law Enforcement	\$1,000,000	CIRMA	Included Above	Included Above
Public Officials Liability	\$1,000,000	CIRMA	Included Above	Included Above
School Board Legal Liability	\$1,000,000	CIRMA	Included Above	Included Above
Social Services Practice	\$1,000,000	CIRMA	Included Above	Included Above
Umbrella Liability	\$10,000,000	CIRMA	Included Above	Included Above
Workers Compensation	Statutory	CIRMA	\$ 387,556	\$ 435,998
Crime	Per Schedule	Travelers	\$ 2,478	\$ 2,490
VFIS Package	\$1,000,000	American Alternative	\$ 34,289	\$ 37,129
VFIS Umbrella	\$5,000,000	American Alternative	\$ 3,746	\$ 4,205
VFIS Accident & Sickness	Per Schedule	National Union Fire Ins. Co.	\$ 2,955	\$ 2,867
Police Fiduciary	\$500,000	Travelers	\$ 807	\$ 869
USI Connecticut Service Fee			\$ 30,000	\$ 30,000
Total P&C			\$ 710,207	\$ 760,720

Terrorism Coverage Option

Included

Included

1. CIRMA LAP & WC policies must be purchased together for multi-policy credits
2. Travelers Crime policy will only be offered on a year basis due to recent claim activity.
3. VFIS Accident & Sickness policy is a three year policy, the premium above is the annual premium for each year.

Insurance Company	A. M. Best	Admitted/Non-Admitted
CIRMA	Not rated	Non-Admitted
Travelers	A+ (XV)	Admitted
American Alternative	A (XV)	Admitted
National Union Fire Ins. Co.	A (XV)	Admitted



CIRMA Your risk partner



The professionals behind the policy.

When you select insurance, you're really selecting the team of people who will be there for you when you need them. CIRMA, the state's largest and most experienced municipal insurer and risk management expert, will be there working for you from the start. Unlike most insurers, CIRMA acts as your business partner and risk control expert. We work with you continuously—advising, coaching, and training—to help you prevent accidents, avoid liability, and reduce losses. Our team of claims and restoration specialists work with you to speed the resolution of claims, and quickly return you to full operation after a loss.

The organization behind them both.

Unlike other insurers, whose first obligation is their shareholders, CIRMA's commitment is to you. Experience shows that the true cost of an accidental loss or injury—the disruption in services, lost time, administrative costs, and human costs—far exceeds indemnification alone. CIRMA adds value to your entity by helping you reduce all these costs.

As a partner, CIRMA enables its members to spend their human and financial resources where they should be spent—providing their communities essential public services.



CONNECTICUT INTERLOCAL RISK MANAGEMENT AGENCY
 900 Chapel Street
 New Haven, Connecticut 06510
 Telephone 203-946-3700
 Fax: 203-773-6971
www.ccmi-ct.org

a service program of the
 Connecticut Conference of Municipalities

© Connecticut Interlocal Risk Management Agency

a risk partner
 a municipal & school expert
 a stable market



CIRMA 2007
 How CIRMA adds value to public entities



YOUR RISK PARTNER

Because CIRMA is member-owned and member governed, we focus on you. CIRMA acts as your full-time risk partner, anticipating and responding to your needs with innovative products and services. We help you better understand your diverse

exposures, then provide tools for you to implement the risk management techniques that will help reduce losses, control costs, and ultimately help you lower your rates.



Liability-Auto-Property Coverage

Choosing CIRMA as your Liability and Property insurer is easy. CIRMA LAP members receive liability coverages tailored to their needs, and CIRMA's financial strength and strong reinsurance program protects them from catastrophic events.

CIRMA simplifies the purchase of Liability-Auto-Property insurance, by evaluating your exposures, then tailoring a coverage program that meets your entity's financial and operational requirements.

Coverage for Liability CIRMA protects your entity against financial loss resulting from claims of injury or damage caused by your employees and volunteers. CIRMA's liability coverage includes many coverages important to municipalities and schools. For example:

- Employment-related practices liability
- Medical malpractice coverage for EMTs
- Organized athletic event coverage
- Response rendered under a Mutual Aid Agreement coverage.

CIRMA provides broad liability coverage for public and school officials, and law enforcement personnel.

Auto Automobile coverage includes the time-saving, worry-free Fleet Automatic coverage—all your vehicles are covered. "Stated amount" valuation is available for emergency-use vehicles.

Property CIRMA's property coverage isn't limited to properties listed on the schedule attached to a policy.

Builder's Risk coverage for up to \$2m is also included, and higher amounts are available for major projects. Flood and Earthquake coverage is automatically included with limits up to \$10m.

Boiler & Machinery These big items are covered against most causes of sudden failure. Coverage is on a replacement cost basis.

CIRMA LAP Programs

3-Year Rate Guarantee Program for Municipalities Liability-Auto-Property rates are capped for three years for qualified participants; rates can only go down, never up. Participants also receive enhanced risk control services.

Crime Coverage CIRMA covers loss from theft, including the disappearance or destruction of property, forgery and computer fraud. Money is covered while it is inside your premises or in a banking institution.

International Insurance for Schools and Towns Planning, funding, and obtaining school approval for school trips abroad is easier with CIRMA. This free program provides Voluntary Workers' Compensation, Accident, Commercial General Liability, Commercial Auto Liability, Kidnap & Ransom Extortion, and Excess Repatriation coverage to school or town groups travelling abroad.

YOUR MUNICIPAL RISK EXPERT

As the largest and most experienced municipal insurer in the state, CIRMA knows how to underwrite unique municipal and school exposures accurately so that they are properly insured at the best possible price. CIRMA's claims experts and counsel have a superior track record in successful-

ly protecting members against liability claims. Our auto-property claims and restoration specialists resolve claims promptly and expertly, preventing costs from escalating and returning you to full operation as quickly as possible.

YOUR MARKET FOR STABLE RATES

CIRMA's financial strength enables us to provide you assured availability and affordable rates. Since 2003 we've held aggregate LAP rate increases

below the general inflation rate and WC rate increases below the medical-cost inflation rate.

Workers' Compensation coverage

CIRMA provides premier Workers' Compensation medical and indemnification coverage. CIRMA works with Coventry Healthcare Workers' Compensation, Inc. (formerly Concentra), the nation's largest occupational healthcare provider, to provide injured employees prompt, local care. Our network includes more than 10,000 providers and ten occupational healthcare centers in Connecticut.

CIRMA Workers' Compensation coverage provides medical and disability coverage for on-the-job injuries and work-related illness. The policy provides statutory coverage for all employees. CIRMA offers:

- Guaranteed cost coverage.
- Retrospective deductibles, and
- A range of deductible products for budget flexibility.

After an injury You'll receive immediate notification of injury and continuous communication of the case status. Faster return-to-work is facilitated by:

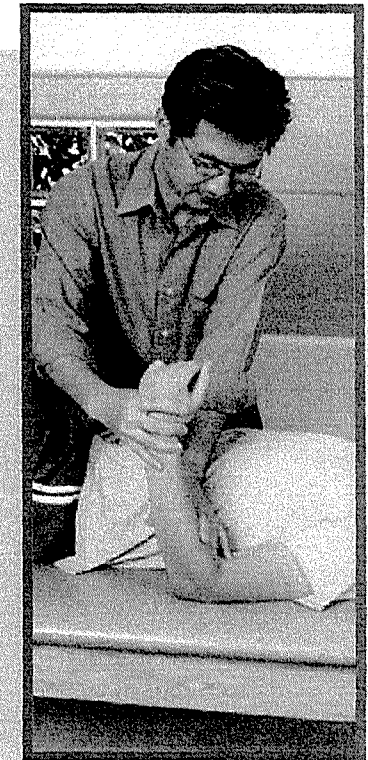
- A proactive, sports-medicine approach to physical therapy that speeds recovery.
- Nurse case management that provides appropriate return-to-work planning.
- The First Script program that

enables injured employees to purchase covered prescription medicine with no out-of-pocket expense.

CIRMA WC Programs

Volunteer Firefighter Accident Insurance for Municipalities CIRMA's free Volunteer Firefighter Accident Insurance Program provides WC member fire and EMT volunteers generous benefits in addition to their statutory Workers' Compensation benefits. Members no longer have to purchase a separate AD&D policy for their volunteer rescue workers.

Heart & Hypertension Services CIRMA's H&H members save many times the cost of the program through more efficient claims handling. CIRMA applies various strategies based on the member's specific needs to lower claims costs.





- HOME +
- INSURANCE SOLUTIONS +
- EDUCATION & TRAINING
- RISK CONTROL SERVICES
- CLAIMS REPORTING
- AGENTS & BROKERS +
- RESOURCES +
- ABOUT VFIS +
- > About Glatfelter Insurance Group
- > About the Carrier
- > Employment/Careers
- CONTACT US
- WHAT'S NEW

ABOUT VFIS

Insuring America's Heroes since 1969.

In 1969, VFIS pioneered specialized insurance coverages designed to meet the unique needs of America's emergency service organizations.

Neglected and misunderstood by many insurance companies, the emergency service industry was in need of an innovative approach to insurance products and risk management services. VFIS accepted the challenge and today provides insurance, education, training and consulting to more than 15,000 emergency service clients in 49 states and Canada.

For more than 30 years, VFIS has forged a partnership with fire and emergency medical service leaders that allows for the continuing development of policy and program enhancements, specialized education, and consulting for management needs. VFIS is committed to protecting the resources of emergency service organizations and promoting the health and interest of its members. Wherever and whenever the welfare of our clients is at stake, VFIS is there to lead or support their efforts with a level of dedication no imitator can duplicate.

From Our Customers' Perspective video

VFIS recently produced a testimonial video to highlight our response to Disasters/Claims, Our Agents, Value, Service, and Training Resources. Click [here](#) for more information, and to view the video.

**Over the years our look may have changed --
but never our commitment.**



A Division of Glatfelter Insurance Group



**"First on the Scene ...
Still Responding."**



**Volunteer Firemen's
Insurance Services, Inc.®**



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ABOUT VFIS: CARRIERS

Property and Casualty Coverage is underwritten by **American Alternative Insurance Corporation (AAIC)**, an admitted affiliate of Munich Reinsurance America, Inc. AAIC has an A.M. Best rating of **A+ (Superior)** with an XV financial size and an insurer financial strength rating of **AA-** (Very Strong) from Standard & Poor's. www.americanalternativeinsurancecorporation.com

Accident and Sickness Coverage is underwritten by **National Union Fire Insurance Company of Pittsburgh, Pa.**, a Pennsylvania insurance company, has its principal place of business at 175 Water Street, 18th Floor, New York, New York, 10038. National Union Fire Insurance Company of Pittsburgh, Pa., has an A.M. Best rating of **A (Excellent)** with an XV financial size. It is currently authorized to transact business in all states and the District of Columbia. NAIC No. 19445.

LOSAP new business **Life Insurance** is underwritten by **Combined Insurance of America**, with its principal place of business in Chicago, IL. New York clients are underwritten by **Combined Life Insurance Company of New York**, with its principal place of business in Latham, NY, with A.M. Best ratings of **A (Excellent)**. Policies in effect prior to January 1, 2009 are underwritten by **AIG Life Insurance Company**, with its principal place of business in Houston, TX and **American International Life Assurance Company of New York, NY**, with its principal place of business in New York, NY, both with an A.M. Best rating of **A (Excellent)** and XV financial size. **Group Annuity** contracts are underwritten by **Hartford Insurance Company**. Hartford Insurance Company has an A.M. Best rating of **A (Excellent)** with an XV financial size.

Colchester Senior Center
BOS Request for Approval

To: Board of Selectmen

From: Patti White, Director

Re: Renewal of Exercise Instructor Contract

Date: 6/28/10

This letter of agreement/contract is a renewal of the existing six month contract with an exercise instructor at the senior center. The language has remained the same. Only the dates have been changed.

Action Recommended:

That the Colchester Board of Selectmen authorize Gregg Schuster, First Selectman, to sign the renewal contract with Sue Roos, senior center exercise instructor, beginning July 16, 2010 and ending December 31, 2010.

Town of Colchester/Senior Center

95 Norwich Ave
Colchester, CT 06415
(860) 537-3911

LETTER OF AGREEMENT

CONTRACT FOR PROFESSIONAL SERVICES BY & BETWEEN THE TOWN OF COLCHESTER SENIOR CENTER AND Sue Roos, Exercise Instructor

Name/Location	Time Period	Instructor:	Hourly Rate
Senior Center	7/16/10-12/31/10	Susan Roos	\$35

1. The contractor agrees to provide professional exercise instruction with the specifications contained in the "Scope of Services" listed below.
2. Compensation to the contractor shall be at the rate of \$35 per hour. The contractor shall be paid at the conclusion of each 2 week period, and shall be responsible for submitting a contractual services pay slip issued by the Senior Center Director on a bi-weekly basis. Checks will be issued after pay slips are received and approved. Invoices are also acceptable and will be processed for payment no earlier than 2 weeks after program has started. Please allow 3 weeks for processing.
3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitudes be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the Town.
4. If it is deemed necessary, the senior center director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The senior center director also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town such as but not limited to: vacation, sick leave, insurance, workers compensation, pension and retirement benefits. The Contractor shall be responsible for the filing of federal and state income tax information, as well as quarterly Social Security payments as a self-employed individual.

6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect, and save harmless the Town of Colchester from any and all claims or demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.

7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance and current CPR and First Aid Certificates for instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.

8. A scheduled meeting with the program assistant prior to the start of the program is required. Rosters and attendance sheets will be given to instructor prior to the first class. Please return accurate attendance sheets to the senior center program assistant at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

Gregg Schuster, First Selectman

Date

Susan Roos, Contractor

Date

Colchester Senior Center
BOS Request for Approval

To: Board of Selectmen

From: Patti White, Director

Re: Renewal of Easter Seals Contract

Date: 7/8/10

This is basically a renewal of an agreement that has been in effect with the Easter Seals Senior Community Service Employment Program (SCSEP) for the past several years. The program places a senior worker at our center to provide them with a meaningful community service assignment that would eventually train them for future employment either at the center or in the community. Our current (SCSEP) worker helps with our Making Memories program assisting the coordinator with program activities.

Action Recommended:

That the Colchester Board of Selectmen authorize Gregg Schuster, First Selectman, to sign the 2010 Host Agency Agreement with the Easter Seals Senior Community Service Employment Program.



**Easter Seals
Senior Community Service Employment Program
Host Agency Agreement**

Host Agency Colechester SF. Center

As part of the Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by Town of Colechester Senior Center, a governmental agency or a non-profit agency designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and Easter Seals Capital Region and Eastern Connecticut (hereinafter referred to as Easter Seals).

The intent of this agreement is to provide useful community service assignments for low-income mature workers, in order to increase their skills and assist transition to permanent employment.

The host agency agrees:

- To provide a safe and healthful training site, adequate orientation and additional training as needed, and to treat each participant as a valued partner in the host agency.
- To assist Easter Seals in transitioning fully trained participants off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to participant training schedules, documented through properly prepared time sheets, activity reports and periodic performance evaluations: Volunteer or overtime hours are not permitted. Participants are required to attend periodic meetings during regular training hours, and the host agency recognizes that participants will be unavailable for training during these times.
- To report any and all in-kind contributions accurately, documenting supervisors' rates of pay, time spent training and providing oversight of the participant, and any other and all other records and assistance necessary to prove Easter Seals' compliance with SCSEP regulations. (See Host Agency In-kind Supervision Report and Host Agency Handbook)
- Sponsorship of a participant will not result in the partial or total displacement of a current employee; will not reduce regular assigned employee work hours, wages, or benefits; will not be used as a replacement for a position from which a person has been laid off; will not impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be done. See Host Agency Handbook for more information on Maintenance of Effort violations.
- To assure that participants are not discriminated against based on age, race, color, religion, sex, national origin, disability, veteran status, political affiliation, or any other basis prohibited by law.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisors or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.
- To not serve as a host agency for any other SCSEP project sponsor site while this agreement is in effect.
- To inform Easter Seals immediately if its' Section 501(c)(3) certification changes.
- To furnish any tools, equipment, supplies and safety training, equipment or preparation required to perform the participant's assignment.
- To comply with applicable provisions of the Americans with Disabilities Act.
- To maintain adequate insurance covering participants while acting under the host agency's supervision. This obligation includes the maintenance of comprehensive general liability insurance. Additionally, if participants have been authorized to drive as part of their assignments, the agency will insure that all documentation required is completed before participant is assigned to drive. This includes an agreement of continuous liability coverage (\$100,000/\$300,000), agency insurance information, insurance declaration pages, official driving record of the participant, a copy of their valid driver's license and any other information necessary to minimize the agency's liability.

Host Agency Agreement

- To not hold Easter Seals liable for any damages incurred in the case of a driving accident involving an assigned participant.
- Assure that participants are not assigned to positions that involve political activities on behalf of either partisan or non-partisan groups.
- To adhere to policies and responsibilities as detailed in the Easter Seals SCSEP Host Agency Handbook.

Easter Seals agrees:

- To recruit, enroll, and assign a participant to the host agency for the purpose of engaging in productive community service training employment with duties and tasks as specified in a written description of a community service training assignment.
- To be responsible for all administrative and fiscal controls of the SCSEP and for paying training wages and providing applicable fringe benefits, including worker's compensation, to each participant as defined in the Easter Seals SCSEP Participant Handbook.

Easter Seals reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interests of the participant, or will better support the goals and objectives of the program. Host agency understands that they have no inherent right to a participant and that assignment of participants to that host agency depends upon the training needs and job goals of that participant. The host agency may terminate its participation as a host agency at any time for any reason upon notification to Easter Seals. This agreement may be amended by written mutual agreement.

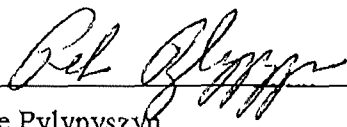
This Host Agency Agreement and is in effect from July 1, 2010 to June 30, 2011
(Date) (Date)

Host Agency: _____
 Address: _____

 County: _____
 FEIN: _____
 Signature: _____
 Name: _____
 Title: _____
 Date: _____

Easter Seals Capital Region & Eastern CT

22 Prestige Park Circle
East Hartford, CT 06108

Signature: 
 Name: Pete Pylypyszyn
 Title: Program Director
 Date: _____

Definition of Host Agency Status

- This host agency is a government agency.
 This host agency is a certified non-profit agency under Section 501(c)(3) of the U.S. Internal Revenue Code
 _____ 501(c)(3) documentation is attached.
 _____ 501(c)(3) documentation is on file with Easter Seals

Gregg Schuster



First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman

Date: 7/12/10

Re: Val Geato Salary Adjustment

Due to the combination of Youth and Social Services, the union requested a salary adjustment for Val Geato based on her new responsibilities. The attached MOA is the result of our negotiations. I will be recommending the funds for the increase come from any excess salary created by the resignation of the Social Services Coordinator and then the contract settlement line item.

Suggested Motion – “Motion to execute the MOA and authorize the First Selectman to sign all documents.”

MEMORANDUM OF AGREEMENT

BETWEEN

TOWN OF COLCHESTER

AND

MUNICIPAL EMPLOYEES UNION INDEPENDENT, LOCAL 506,

SEIU, AFL-CIO, CLC

This Agreement is made by and between the Town of Colchester (hereinafter the "Town"), the Municipal Employees Union Independent, Local 506, SEIU, AFL-CIO, CLC (hereinafter the "Union") and Valerie Geato, Youth Services Director, (hereinafter Ms. Geato).

Whereas, the Town and the Union are parties to a Collective Bargaining Agreement, which is in effect from July 1, 2007 - June 30, 2011.

Whereas, the Youth Services Director, who is recognized and covered by the Collective Bargaining Agreement between the parties.

Whereas, Ms. Geato has taken on additional duties as set forth in the attached job description and shall be responsible for the Social Services Department in addition to her current responsibilities in the Youth Services Department.

Therefore, the parties agree as follows:

1. The Youth Services Director shall receive a pay equity adjustment of three thousand dollars (\$3,000.00) effective July 1, 2010.
2. The Youth Services Director shall receive a pay equity adjustment of three thousand dollars (\$3,000.00) effective July 1, 2011 and then be subject to any negotiated general wage increase effective and retroactive to July 1, 2011 as provided in Article 24, Wages, Section 3 of the Agreement between the parties.
3. The Town and Union expressly agree that this Memorandum of Agreement shall not constitute a practice or precedent or be binding on the Town in the future for any other similar situation, nor shall this Memorandum of Agreement be used as evidence of prior conduct in any future similar situation.

Agreed to and approved by the undersigned:

For the Union:

For the Town:

Danielle McMullen
MEUI Staff Representative

Gregg Schuster
First Selectman

Date

Date

Valerie Geato
Youth Services Director

Date

Gregg Schuster




First Selectman

MEMORANDUM

To: Board of Selectmen

Cc: Adam Turner, Town Planner

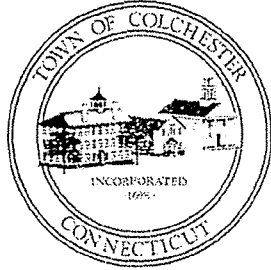
From : Gregg Schuster, First Selectman 

Date: 7/8/10

Re: Economic Development Coordinator Job Description

The Economic Development Coordinator position was created as part of the 2010-2011 budget. Attached is the recommended job description. The description will be reviewed by the Economic Development Commission at their 7/14/10 special meeting and I will advise the board of any recommended changes at our 7/15/10 regular meeting.

Suggested Motion – “Move to adopt the job description for the Economic Development Coordinator as recommended by the First Selectman.”



**Town of Colchester
Job Description**

**Planning and Zoning
Economic Development Coordinator**

GENERAL STATEMENT OF DUTIES

Responsible for helping existing local businesses in Colchester and recruitment of new businesses. Represent Colchester at trade and industry meetings. Advocate on behalf of businesses applying for permits to Boards and Commissions. Seek out, apply for, and coordinate economic development grants and incentive programs. Development and maintenance of marketing materials.

SUPERVISOR

Works under the administrative supervision of the Town Planner and the general supervision of the First Selectman.

SUPERVISION EXERCISED

None

EXAMPLES OF DUTIES

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

- Develop and maintain an economic development brochure
- Recommend any regulation, zoning, or ordinance changes that would aid businesses
- Create and maintain Developer Package with necessary information for developers
- Conduct periodic visits with local businesses to assess needs
- Advocate on behalf of businesses wishing to open or expand in Colchester both internally and before appropriate boards and commissions
- Staff liaison to the Economic Development Commission and the Colchester Business Association
- Applying for and coordination of economic development grants
- Attendance at industry and trade events
- Develop and manage incentive programs
- Perform related duties, as required

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of small and medium sized business needs
- Knowledge of land use regulations
- Ability to create marketing materials
- Ability to establish and maintain cooperative working relationships with public officials, business and civic leaders.
- Interpersonal skills
- Oral and written communication skills

EDUCATION AND EXPERIENCE

- Bachelors Degree or equivalent experience
- Three to five years experience in economic development, town planning, business, or sales

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.

Gregg Schuster



First Selectman

MEMORANDUM

To: Board of Selectmen

Cc: Glenn Morron, Colchester Police Commission Chairman
Sgt. John Thompson, Resident State Trooper Supervisor

From : Gregg Schuster, First Selectman

Date: 7/12/10

Re: Resident State Trooper Contract

After much delay, I can now recommend the town execute the Resident Trooper contract. A number of towns had withheld their execution due to language which could put their towns in conflict with union agreements.

The Department of Public Safety has now changed the contract to eliminate any potential conflicts. Upon execution of the contract, all officers must follow the State Police Administration and Operations (A&O) manual. However, should there be a conflict between the A&O manual and the union contract, which incorporates Colchester regulations, the union contract shall prevail.

The contract was brought up at the 6/23/10 Police Commission meeting and no objections or concerns were raised.

Suggested Motion – “Motion to execute the resident state trooper contract and authorize the First Selectman to sign all documents.”

**CONTRACT BETWEEN THE STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC SAFETY, DIVISION OF STATE POLICE
AND THE**

TOWN OF: Colchester, Connecticut

TOWN ADDRESS: Town Hall
127 Norwich Road
Colchester, CT 06415

FOR THE SERVICES OF RESIDENT STATE POLICE TROOPERS

TOWN FEIN#: 06-6001974

AGREEMENT NUMBER:

CONTRACT PERIOD: July 1, 2009 to June 30, 2011

In consideration of the Town of Colchester (hereinafter the "Town"), acting through its Chief Executive Officer (hereinafter the "Town CEO"), duly authorized, paying all costs pursuant to Connecticut General Statutes Section 29-5 and other good and valuable consideration, the Department of Public Safety, Division of State Police (hereinafter the "State Police"), acting through its Commissioner, duly authorized, hereby agrees to provide the Town of Colchester with the services of one (1) Resident State Police Supervisor(s) and one (1) Resident State Police Trooper(s) during the above-referenced contract period.

This Contract is subject to the following additional terms and conditions:

I. Law Enforcement Operations and Activities

A. **Authority over Police Operations.** The Town hereby delegates to the State Police the authority to supervise and direct the law enforcement operations of appointed constables and police officers in the Town as set forth below.

1. Except for terms and conditions that conflict with the Town's obligations under the Connecticut Municipal Employee Relations Act (hereinafter "the MERA") and/or are contained within any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative, all town police officers and constables shall be subject to applicable provisions of the current Resident State Trooper Program Administration and Operations Manual of the Department of Public Safety (hereinafter the "Manual"). Copies of the Manual shall be provided to the Town CEO and each police officer or constable of the Town who shall be responsible for compliance therewith. The Town shall

Office of

JUN 02 2010

Eastern District Headquarters

ensure that each police officer or constable in the Town provides a signed copy of the form attached hereto as Exhibit A evidencing such town police officer's or constable's receipt of the Manual and his or her understanding that he or she is responsible for adhering to its provisions, excepting only those terms and conditions that conflict with the Town's obligations under the MERA and/or are contained within any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative.

2. The Town shall promptly advise the State Police in writing of any terms and conditions of the current Manual which the Town reasonably believes conflict with any provision of any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative and shall provide a copy of any such agreement to the State Police.
3. During collective bargaining, the Town shall attempt to negotiate terms and conditions consistent with the performance standards and other provisions of the Manual.

B. Patrol Activities and Assignments

The Resident State Police Supervisor or Trooper, as applicable, assigned to each Town shall be responsible for making all patrol and special activity assignments for Town police officers or constables, including the law enforcement duties to be performed, taking into consideration the needs of the Town after consultation with the Town CEO, sound police practices, and any rights of the Town police officers or constables as specified in any collective bargaining agreement between the Town and the constables'/officers' collective bargaining representative and the Town's obligations under the MERA.

C. Investigative Methods

The use of investigative methods, including but not limited to the conduct of all criminal investigations, application for and execution of all arrest and search warrants, use of force, vehicular pursuits, related activities, and reporting procedures, in the Town shall be in accordance with the provisions of the Manual.

1. Serious crimes, serious injury crimes and most complex incidents that involve in-depth, follow-up investigation, crime scene processing, seizure of evidence, application for and execution of search warrants, and out-of-town investigative work shall be conducted by the Resident State Police Supervisor or Trooper, as applicable, by State Police personnel assigned to the area State Police Troop, respective State Police major crime unit or

any other State Police investigative unit deemed appropriate by the State Police. The State Police may, in its sole discretion, make exceptions to this policy on a case-by-case basis. A serious or complex investigation may be assigned to a town police officer or constable by the State Police after taking into consideration the nature of the case, requirements of the investigation, the shift resources, response time, and the experience and training of the Town police officer or constable.

2. Every effort will be made by the State Police to allow a Town police officer or constable to remain involved in self-initiated, serious criminal investigations to the extent consistent with sound law enforcement investigative principles and practices.

D. Reports and Records

All Town police investigative records shall be maintained by the Department of Public Safety. All investigative reports shall be prepared, formatted and submitted in the manner approved by State Police. The Town shall be responsible for providing network access to the State Police records management system in accordance with the requirements of the State Police.

E. Chain of Command

Resident State Police Supervisors or Troopers, where applicable, shall directly supervise the law enforcement operations of all Town police officers or constables. The Town CEO of a resident trooper town shall have reasonable, direct access to the area State Police Troop Commander, the Resident Trooper Supervisor and Resident State Police Troopers for regular and on-going communications regarding law enforcement problems in the Town.

1. In the absence of the assigned Resident State Police Supervisor or Trooper, where applicable, the chain of command for Town police officers or constables shall progress to the area State Police Troop Commander, or his duly assigned on-duty shift supervisor, and to the State Police District Commander.
2. The intent of this contract is to provide positive direction for the working relationship between town police officers/constables and State Police personnel. All significant conflicts between Town police officers/constables and State Police personnel shall be referred to the next senior officer in the State Police chain of command.

F. Telecommunications

The Town shall follow all State Police procedures regarding use, access and maintenance of State Police supplied telecommunications equipment and

technology. If the Town operates its own radio system and dispatch function, Town police officers/constables, when dispatched to respond to an incident by such dispatch center, shall immediately notify the Troop State Police dispatch center of the incident to which they are responding.

G. Use of Police Canines by Town Police Officers/Constables

The use of police canines by Town police officers/constables shall be consistent with State Police policies and procedures. Towns electing to use alternative programs for training and certification or recertification of police canines shall assume all costs and liabilities associated with such programs. In the event a Town police canine is employed in a manner inconsistent or contrary to policies and procedures of the Department of Public Safety, the Town assumes all liability for any injuries or damages caused thereby.

II. Administrative Responsibility

A. The Town shall retain administrative responsibility for its personnel, including but not limited to, ensuring compliance with entry level standards for newly hired police officers or constables and training and certification requirements established by the Police Officer Standards and Training Council (POSTC) in accordance with the provisions of Connecticut General Statutes Section 7-294a *et seq.* and associated Regulations of Connecticut State Agencies or as otherwise required by law, compensation for services rendered, hours or shifts to be worked, and provisions of uniforms and equipment.

1. Resident State Police Supervisors or Troopers, as applicable, shall cooperate with the Town by scheduling Town police officers and constables so as to enable them to meet these requirements in a timely manner.

B. Administrative Investigations/Discipline

All misconduct or performance issues on the part of Town police officers or constables which cannot reasonably be resolved through counseling or the issuance of a Performance Observation Report by the Resident State Police Supervisor or Trooper, if applicable, and which may warrant the imposition of discipline, however minor, or the need for additional remedial training, shall be promptly reported to the Town CEO. The Town CEO shall be kept apprised of any counseling or the issuance of any Performance Observation Reports.

1. Allegations of misconduct on the part of Town police officers or constables which cannot reasonably be resolved through counseling or the issuance of a Performance Observation Report by the Resident State Police Supervisor or Trooper, if applicable, and which may warrant the

imposition of discipline, however minor, shall be investigated by the State Police in a manner consistent with the provisions of the Manual and with any collective bargaining agreement between the Town and the constables'/officers' collective bargaining representative, if any. The State Police may recommend the imposition of appropriate disciplinary measures and/or remedial training for Town police officers/constables. Imposition of discipline, if any, upon Town police officers/constables, or assignment for additional training to remedy performance deficiencies on the part of Town police officers/constables, shall be the responsibility of the Town.

C. Evaluations

In accordance with its obligations under the MERA and consistent with the terms of any collective bargaining agreement between the Town and constables' or police officers' bargaining representative, the Town shall implement a work performance evaluation system for all of the Town's police officers or constables. Such work performance evaluations shall be issued at least annually.

1. The Town recognizes that evaluations are: 1) an effective supervisor's tool; and 2) that they identify superior or substandard work performance.
2. Consistent with the terms of any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative, the Resident State Police Supervisor or Trooper, if applicable, and the Department of Public Safety shall provide recommendations to the Town CEO concerning the periodic evaluation of the work performance of Town police officers or constables.
3. The Town shall make the final disposition on all work performance evaluations. Copies of completed work performance evaluations shall be filed in each Town police officer's/constable's official personnel files which shall be available to Resident State Police Supervisors and Troopers, as applicable, upon request.

III. Payment for Services Rendered

A. Costs and Schedule of Payments.

The Town agrees to reimburse the State Police for the cost of compensation, maintenance and other expenses, including reasonably necessary overtime costs, for its assigned Resident State Police Supervisor or Trooper(s), as applicable, consistent with the provisions of Connecticut General Statutes Section 29-5, in accordance with the following:

1. The State Police shall invoice the Town on a quarterly basis, in arrears, for the accrued costs of services rendered under this Contract during the preceding quarter.
2. The Town shall pay the State Police for the invoiced costs of services rendered under this Contract on a quarterly basis within thirty (30) days of receipt of each invoice. If the Town disputes all or a portion of a pending invoice, it shall be the responsibility of the Town CEO to notify the State Police in writing before payment is due.
3. The State Police shall have the right to assess a late fee in the amount of five percent (5%) of the unpaid balance of each quarterly invoice for which undisputed amounts remain unpaid after sixty (60) days. In calculating unpaid amounts, partial payments shall first be applied to the oldest outstanding quarterly balances, and then to each successive outstanding quarterly balance until fully paid.

IV. Risk of Loss and Indemnification

- A. The Town assumes the risk of loss for any and all activity involving full or part-time Town constables, municipal police officers, other municipal employees providing police services, law enforcement officers providing police services pursuant to a mutual aid agreement with the Town, and Town police canines, and hereby agrees to hold harmless the State of Connecticut and the Department of Public Safety, its officers, agents and employees, from any cause or action arising out of the activity of such full or part-time Town constables, police officers or other municipal employees providing police services, or if applicable, the activity of any town police canine, and to indemnify the State of Connecticut and the Department of Public Safety, its officers, agents and employees, from any liability resulting from the same.

The Town shall hold harmless and indemnify the State of Connecticut and the Department of Public Safety, its officers, agents, and employees, from any liability resulting from a cause or action founded either upon respondeat superior or supervisory liability arising from the acts or omissions of full or part-time Town constables, police officers or other municipal employees providing police services, or, if applicable, the activity of any town police canine, made pursuant to a provision of the collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative, that is in conflict with a provision of the Manual.

Additionally, the Town shall hold harmless and indemnify the State of Connecticut and the Department of Public Safety, its officers, agents, and employees, from any liability resulting from any cause or action founded either upon respondeat superior or supervisory liability arising from the acts

or omissions of a constable or officer that has refused or failed to execute Exhibit A, attached hereto.

1. For the period covered by this Contract, the Town will insure itself and its employees with a \$1,000,000.00 combined single limit police professional liability or law enforcement liability insurance policy, or its equivalent, naming the State of Connecticut and the Department of Public Safety, its officers, agents and employees, as an additional insured with respect to any liability for acts of Town constables, municipal police officers or other municipal employees providing police services, law enforcement officers providing police services pursuant to a mutual aid agreement with the Town, or, if applicable, the activity of any town police canine, and submit a certificate of insurance (or self-insurance) to the Department of Public Safety prior to the effective date of this Contract.
2. It is understood and agreed by the parties that each Resident State Police Supervisor or Trooper, as applicable, exercising his or her police power or performing services pursuant to this Contract is an employee of the State of Connecticut and not of the Town and that, except to the extent limited by law, the State of Connecticut, and not the Town, is responsible for such Resident State Police Supervisor or Trooper's actions while in the performance of their assigned duties.

V. Notices

Any written notices required under this Contract shall be delivered as follows:

If to the Town:

Gregg B. Schuster, First Selectman
127 Norwich Road
Colchester, CT 06415

If to the Department of Public Safety:

Colonel Thomas J. Davoren, Acting Commissioner
Department of Public Safety
1111 Country Club Road
Middletown, CT 06457-9294

VII. Governor's Executive Orders

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated

February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. This agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

VIII. Termination

This Contract shall remain in full force and effect for the entire term of the Contract period stated above unless sooner terminated by either the Town or the State Police by providing thirty (30) days prior written notice of its intent to terminate the Contract.

Town of Colchester

State of Connecticut
Department of Public Safety

By _____

By _____

Its
Duly Authorized

Colonel Thomas J. Davoren
Acting Commissioner

Date: _____

Date: _____

Approved as to Form:

Assistant Attorney General
Office of the Attorney General

Date: _____

Exhibit A

**RESIDENT STATE TROOPER ADMINISTRATION & OPERATIONS MANUAL
*ACKNOWLEDGEMENT OF RECEIPT***

I, _____, have received a copy of the Resident State Trooper Administration and Operations Manual and understand that as a local officer/constable in the Town of Colchester, I am responsible for complying with the provisions of this Manual not governed by either any collective bargaining agreement between the Town and the constables' or police officers' collective bargaining representative or terms and conditions that conflict with the Town's obligations under the Connecticut Municipal Employee Relations Act.

Signature

Date

cc: Official Personnel File

Gregg Schuster



First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman

Date: 7/12/10

Re: Board and Commission Handbook

In an effort to ensure members of all town boards know their responsibilities and how to participate on a board, my office has drafted this handbook. The handbook is a high-level guide on member duties, officer responsibilities, conducting a meeting, FOI rules, the code of ethics, and dealing with the press.

This is not a time sensitive document, so please feel free to suggest any edits before moving forward.

Suggested Motion – “Motion to approve the Colchester Board and Commission Handbook, as presented”

TOWN OF COLCHESTER



BOARD & COMMISSION HANDBOOK

07/2010

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INTRODUCTION

Congratulations on your election or appointment to a Colchester Board or Commission. You have made a positive step in being an active participant in the Town.

Whether you now sit on a board that meets regularly or “as-needed,” your participation and viewpoints will have both an immediate and long-term effect on the Town and its residents. While you hear proposals, present ideas, and vote on outcomes, remain conscious of how you see the future of Colchester and whether your decisions assist in reaching those goals.

This handbook has been developed to provide guidance to newly elected or appointed officials. Please use this handbook as a reference and as a guide to your dealings with other board/commission members, constituents, the media, and others.

Again, the Town is grateful for your service and hope that you find your time on your board/commission as fulfilling and that you feel you have made a difference in the lives of your friends, family, and neighbors.

MEMBER RESPONSIBILITIES

Being on a board/commission comes with a responsibility to the Town as well as other board/commission members.

ATTENDANCE

All boards and commissions are beholden to a “quorum.” Without a quorum, the board/commission cannot hold an official meeting – as there are not enough voting members to constitute a majority. Without a quorum present, the board/commission can only discuss topics, but not vote. It is vital to be an active member of your board/commission.

Board/commission members, whether they are regular or alternate members, should notify the board/commission chairman whenever they are unable to attend.

REGULAR VERSUS ALTERNATE MEMBER

If you have been elected or appointed to a board/commission as a regular member, it means that you immediately are a voting member of the group. You will be called upon to be at all regular and special meetings.

If you have been elected or appointed to a board/commission as an alternate member, it means that you are a “stand-by” member of the group. If, for whatever reason, a regular member is not able to perform their duties, you may be called upon to vote. Alternate members should attend all regular meetings to stay informed of board/commission decisions and how the group has reached their decisions. The chairman shall seat an alternate member in a rotation to allow all alternates an equal number of opportunities to participate.

ATTENDANCE & RESIGNATIONS

If you are unable to meet the requirements of the board/commission, you should speak with the chairman about your role and if agreed upon, should submit the original letter of resignation to the Town Clerk and copies to both the chairman of the Board and the Board of Selectmen so that recruiting a replacement can begin.

OFFICER RESPONSIBILITIES

Being an officer on a board/commission comes with a greater responsibility than regular members. You are looked to for guidance and leadership. In many cases, your opinion or concerns may carry more weight than others – whether that be perceived or reality.

CHAIRMAN

It is the chairman's responsibility to be the "director" of the board/commission. With that comes: making sure there is quorum prior to the meeting, opening the meeting at the appropriate time, looking for motions and discussion on agenda items, directing debate/discussion on topics, and closing the meeting.

With regards to the topics to be discussed at any regular or special board/commission meeting, it is up to the chairman to set the agenda. An agenda may include:

- Call to order
- Approve minutes of last meeting
- Citizens comments
- Old business
- New business
- Adjourn

Some boards/commission may need other items permanently on their agenda, such as a liaison report, chairman report, or financial items. These items will depend on the mission of the board/commission. Items under "new business" or any new items that will be discussed must be listed on the agenda prior to the meeting to give citizens an understanding of what the meeting will entail and whether their presence is necessary. Please refer to your board/commission by-laws for guidance on setting an agenda.

IMPORTANT – According to Freedom of Information Act (FOIA) – all regularly-scheduled meetings must have their agenda posted within 24 hours of the meeting in the Town Clerks office and on the Town website.

While it is not the responsibility of the chairman to take or record the minutes, the chairman should make sure that someone is responsible for doing so, taking special care to record who made motions, seconded, and how board members voted on agenda items. This too is important, as FOIA rules that all motions must be available for public inspection within 48 hours of the end of the meeting.

Other responsibilities of the chairman include: knowing the terms of each member and their party affiliation (so as to follow the minority representation law of the State of Connecticut, C.G.S. §9-167a) and advising the Board of Selectmen on matters that relate to the respective board/commission.

VICE CHAIRMAN

The vice chairman's sole responsibility, outside of being a regular voting member of the board/commission, is to stand in for the chairman should they be absent or unable to attend the meeting. In this circumstance, upon assuming the role of chairman, the vice chairman should be well-versed in how to conduct a meeting, making sure the agenda has been developed and posted in the proper time frame, making sure there is a secretary for the meeting to take minutes, and that those minutes are properly posted with the Town Clerk in the proper time.

SECRETARY

The secretary (or clerk) of the board/commission has the responsibility of recording all motions, seconds, votes, and discussions of each meeting. However, prior to the meeting, the secretary should have the agenda established, with the guidance of the chairman, and posted at least 24 hours prior to the meeting in the Town Clerk's Office. After the meeting, the secretary has no more than 48 hours to post all motions and vote of the members of the board/commission in the Town Clerk's Office.

These strict guidelines are pursuant to the Freedom of Information Act, which can be found in the Connecticut General Statutes (Chapter 14).

MEETING CONDUCT

Each meeting must abide by and follow certain rules, procedures, and precedents. These come in two forms: by-laws and rules of order. The first, by-laws, pertain to the specific board or commission that you are on. These should be readily available upon election or appointment and can be obtained by the Chairman of the board/commission or in the Town Clerks office. The second, rules of order, are establish and widely-recognized procedural rules for how to open, conduct, and close a meeting, along with other useful guidance on meeting conduct.

BY-LAWS

Typical by-laws will outline the purpose, make-up, and organization of the board/commission/committee, and may include: starting/closing (termination) date, location/date of meetings, or any other provision that adds to the overall mission of the board.

Purpose

Within the by-laws, the most important component is the purpose, or mission, of the board/commission. This will specifically outline the reason for why the board/commission/committee has been established and what its end-goal is. The purpose should clearly define why the board/commission is in place.

RULES OF ORDER

While there are other “rules of order” guidebooks, most meetings in Colchester are governed by Roberts Rules of Order. The chairman of the board/commission should be aware of these rules, such as, how to make a motion, how to second, allowing discussion, calling for votes, recusals, abstentions, comments from the public, executive sessions, recording minutes, and other basic meeting procedures.

These guides are available online, in local bookstores, and in the Town Hall, if you need a reference or clarification of the rules.

MAKING A MOTION – SECONDS – DISCUSSION - VOTING

Motions

Any member of a board or commission can make a motion, so long as they “have the floor,” meaning it is their turn to speak to the board or they have an opportunity to speak and there are currently no other questions or motions to the board/commission.

A motion is made as simply as stating, “I move that...” followed by the action that the board/commission member seeks to address. After making a motion, the person making the motion has the first opportunity to speak in debate of the motion. Motions are, and should only be, the executable action desired by the person making the motion. Discussion on a motion is given during the “discussion” period of motions, as motions should not be preceded by a speech, but following a “second to the motion.”

Seconds

Once a motion is made, any board/commission member, who wished the motion come before the board/commission, should “second” the motion (seconding a motion does not necessarily mean that you agree with the motion). To “second” a motion, a board/commission member simply needs to state, “I second the motion,” “I second it,” or, “Second.” If there is no “second,” the chairman will make sure that all have heard the motion. If there is still no “second,” the chairman will state, “the motion is no longer before the board/commission,” and immediately state, “the next item of business is...”

Debate/Discussion

After the motion has been seconded, the chairman of the board/commission will restate the question/motion and ask if there is any debate/discussion. As stated above, the maker of the motion is the first to discuss, if they have anything to contribute to the discussion. If they do not have anything to debate/discuss, any other board/commission member may contribute to debate/discussion. Members can only speak twice on a motion and debate should be limited to ten minutes per person.

Voting

After debate/discussion has been exhausted, the chairman will “put the question/motion to vote.” Board/commission members will vote based on the typical voting style of the board/commission, such as “ayes” and “nays” or by a show of hands. The chair will always call for the affirmative votes first, followed by the negative votes. The negative tally must always be called, regardless of how unanimous the affirmative votes appear.

All voice votes are taken in the fashion: "All those in favor, say 'aye.'" "All those opposed, say 'nay.'" All hand votes are taken in the fashion: "All those in favor, raise your right hand, thank you." Followed by, "All those opposed, raise your right hand, thank you."

After the vote has been taken, the chairman will announce, "the 'ayes' have it and the motion is carried," or "the 'noes' have it and the motion is defeated."

FREEDOM OF INFORMATION ACT (FOIA)

After the Freedom of Information Act passed Congress in 1975, Federal, State, and Local governments have been subject to lawful inspections of records. Included in these records are agendas and minutes of local board/commission meetings. These laws are very specific, pertain to every meeting, are meant to allow the public to be aware of upcoming meetings, and provide a summary of those meetings. Violation of these rules can result in lawsuits, court appearances, and fines.

THE BASICS

Every meeting is open to the public. This does not mean that they public may participate, but they may attend. There are no closed meetings. The only exception is for Executive Sessions, which are limited to the following specific issues: 1) personnel matters, 2) strategy and negotiations with respect to pending litigation, and 3) potential real estate transactions by the Town when public discussion might result in an increased price. If you think you have cause to hold an executive session, check with the First Selectman or Town Clerk before you schedule it.

Regular Meetings

Every board/commission must file with the Town Clerk a schedule of their regular meetings on an annual basis, before January 31. No regular meeting may be held until 30 days after this list is filed. Therefore, to hold a regular meeting in January, the list actually has to be filed on or before December 1, or the January meeting has to be a special meeting.

Meeting Notice

Every regularly-scheduled meeting – per the above list – must be in some way documented. If the meeting is to be held, an agenda listing the business to be considered must be posted in the Town Clerk's Office. If the meeting is not held a notice of cancellation must be posted. If there is no quorum, thus no meeting, documentation of that fact must be posted – a kind of non-minutes for a non-meeting.

If a meeting is cancelled at the last minute, so that there was no opportunity to post notice in the Clerk's Office, notice must be posted on the door of the meeting room and/or building, and then followed with a notice in the Clerk's Office.

Special Meeting

A special meeting – one not included in the list of regular meetings- must also have a posted agenda, and no business may be transacted at such a meeting unless it is listed on the agenda.

Notice of Decisions/Minutes

For either a regular or special meeting, notice of decisions made must be filed with the Town Clerk within two business days, and full minutes of the meeting must be filed within seven days.

Minutes must include, at minimum, those members present and voting; location of meeting and time called to order; actions (votes/motions) taken, including who moved, who seconded, and what the vote was; and time adjourned. Minutes should also include a very brief summary of the discussion, such that someone looking back five years would be able to understand what occurred.

Executive Session

An executive session must be listed on the agenda. A specific motion to go into executive session must be made, seconded, and approved by 2/3 of the members present. If any person not a member of the board or commission, who has specific purpose or input to the issue, is invited to attend, the name and purpose must be clearly stated in the motion. The time of start and completion of the executive session must be recorded in the minutes. No votes or actions of any type may be taken in executive session. Action or motions are to be made and recorded after the completion of the executive session.

Conduct of Meetings

Public meetings are for the purpose of the orderly transaction of public business. In the event that any meeting is interrupted by any person or group of persons, so as to render the orderly conduct of the meeting unfeasible, and order cannot be restored by the removal of those individuals willfully interrupting the meeting, the agency may order the room cleared and continue in session. In this instance, only matters appearing on the agenda may be considered. The board or commission may establish a procedure for readmitting individuals not responsible for willfully disturbing the meeting.

Disclaimer

This section of the handbook is intended as the barest minimum of guidelines relative to the Freedom of Information Act. Section 1-200 of the Connecticut General Statutes controls the conduct of any public agency. The full text of the statute should be included in the procedural handbook of every board or commission. Both the chairmen and clerks of commissions have a responsibility to be familiar with these requirements. The Board of Selectmen have regular workshops on commission procedures and associated issues.

(Taken from, "Commission Procedures – Freedom of Information Act – FOI – For Dummies," by A. Lathrop. 02/2002)

CODE OF ETHICS

Just as the Freedom of Information Act preserves openness and transparency for governmental meetings and by-laws govern local boards and commission, codes of ethics govern the members of those boards/commissions.

As a board member, you are bound to the Town's Code of Ethics, which is attached. You should be well-versed in all aspects of this policy.

If at any time you have a question or concern regarding the Code of Ethics or are unsure about a potential ethics issue, you can contact the Ethics Commission or First Selectman's Office.

Chapter 53, ETHICS, CODE OF

[HISTORY: Adopted by the Town Meeting of the Town of Colchester 5-26-1998. Amendments noted where applicable.]

GENERAL REFERENCES

Conflicts of interest and Board of Ethics -- See Charter §C-1408.

§ 53-1. Statement of purpose.

Public office is a public trust. The trust of the public is essential for government to function effectively. Public policy developed by government officials and employees affects every citizen of the municipality, and it must be based on honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting this code, this municipality seeks to avoid any loss of trust and to maintain and increase the confidence of our citizens in the integrity and fairness of their government.

§ 53-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BUSINESS -- Any entity through which business for profit or not for profit is conducted, including without limitation a corporation, partnership, proprietorship, firm, enterprise, limited liability company, franchise, association, organization or self-employed individual.

BUSINESS WITH WHICH HE/SHE IS ASSOCIATED -- A business of which the person or a member of his/her immediate family is a director, officer, owner, partner, member, employee, compensated agent or holder of stock which constitutes 5% or more of the total outstanding stock of any class.

CODE -- This Code of Ethics.

COMMISSION -- The Municipal Ethics Commission established in § 53-3.

COMPLAINT -- Any complaint received by the Commission alleging a violation of this Code of Ethics. See §§ 53-5 through 53-8.

COMPLAINANT -- A party that makes the complaint as described in §§ 53-5 through 53-8.

CONFIDENTIAL INFORMATION -- Information, whether transmitted orally, in writing or by any other means, which is obtained by reason of the public position or office held and is of such nature that it is not, at the time of transmission, a matter of public record or public knowledge.

FINANCIAL INTEREST -- Any interest with a monetary value of \$100 or more or which generates a financial gain or loss of \$100 or more in a calendar year.

GIFT -- Anything of value, including entertainment, food, beverage, travel and lodging, given or paid to a public official or public employee to the extent that consideration of equal or greater value is not received. A gift does not include:

A. A political contribution otherwise reported as required by law or a donation or payment as described in Subdivision (9) or (11) of Subsection (b) of C.G.S. § 9-333b.

B. A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business.

C. A gift received from an individual's spouse, significant other, fiancée or fiancé, the parent, brother or sister of such spouse or such individual, or the child of such individual or the spouse of such child.

D. Goods or services which are provided to the municipality and facilitate governmental action or functions.

E. A certificate, plaque or other ceremonial award costing less than \$100.

F. A rebate or discount on the price of anything of value made in the ordinary course of business without regard to that person's status.

G. Printed or recorded informational material germane to governmental action or functions.

H. Items of nominal value, not to exceed \$10, containing or displaying promotional material.

I. An honorary degree bestowed upon a public official or public employee by a public or private university or college.

J. A meal provided at an event and/or the registration or entrance fee to attend such an event, in which the public employee or public official participates in his/her official capacity.

K. A meal provided in the home by an individual who resides in the municipality.

L. Gifts of nominal value not to exceed \$25 tendered on generally recognized gift-giving occasions such as Christmas, Hanukkah, birthdays, the birth or adoption of a child, weddings, confirmations or bar/bat mitzvahs, provided that the total value of such gifts from any person in any calendar year does not exceed \$100.

IMMEDIATE FAMILY -- Any spouse, child or dependent relative who resides in the individual's household.

INDIVIDUAL -- A natural person.

INDIVIDUAL WITH WHOM ONE IS ASSOCIATED -- An individual with whom the person or a member of his/her immediate family mutually has an interest in any business.

MUNICIPALITY -- The Town of Colchester and shall include any special district contained therein.

OFFICIAL RESPONSIBILITY -- The direct administrative or operating authority, whether intermediate or final and whether exercisable personally or through subordinates, to approve, disapprove or otherwise direct government action.

PERSON -- An individual, sole proprietorship, trust, corporation, union, association, firm, partnership, committee, limited liability company, club or other organization or group of persons.

PUBLIC EMPLOYEE -- A person employed, whether part time or full time, by the municipality or a political subdivision thereof.

PUBLIC OFFICIAL -- An elected or appointed official, whether paid or unpaid or full or part time, of a municipality or political subdivision thereof, including candidates for the office, and shall also include a district office elected pursuant to C.G.S. § 7-327.

RESPONDENT -- One who answers to an allegation of a violation of this Code of Ethics contained in a complaint.

SPECIAL DISTRICT -- A district established pursuant to C.G.S. § 7-324.

§ 53-3. Municipal Ethics Commission.

A. There shall be a Municipal Ethics Commission consisting of five members. The members shall be appointed by vote of the Board of Selectmen for terms of three years, except that, of the initially appointed members, one shall serve for one year, two for two years and two for three years. No individual shall be appointed to more than two consecutive three-year terms, provided that any member may continue in office until a successor has been appointed. No more than three members shall be members of the same political party.

B. All members shall be electors of the municipality. No member shall:

(1) Have held public office or have been a candidate for public office for a two-year period prior to appointment;

(2) Hold office in any political party or political committee; or

(3) Be a public official in any other capacity other than a notary public or Justice of the Peace.

C. The Commission shall elect a Chairperson who shall preside at meetings of the Commission and a Vice Chairperson to preside in the absence of the Chairperson. Three members shall constitute a quorum. A majority vote of the Commission shall be required for action of the Commission. The Chairperson or any three members may call a meeting.

§ 53-4. Duties of Commission.

A. The Commission shall:

(1) Compile and maintain a record of all reports, advisory opinions, statements and memoranda filed by and with the Commission to facilitate public access to such reports and statements.

(2) Issue opinions with regard to the requirements of this code upon the written request of any person. Advisory opinions rendered by the Commission, until amended or revoked, shall be binding on the Commission and shall be deemed to be final decisions of the Commission. Any person who requested an advisory opinion and who acts in good-faith reliance on such advisory opinion shall be entitled to use such reliance as an absolute defense to any complaint brought under the provisions of the code in connection with the specific activities that were subject of the advisory opinion.

(3) Report annually on or before February 1 to the Board of Selectmen summarizing the activities of the Commission.

B. The Commission may adopt, after a public hearing, rules and regulations not inconsistent with this code for the administration and implementation of the code.

C. The Commission may employ necessary staff or outside counsel within available appropriations.

§ 53-5. Procedure for receiving complaint.

A. The Commission shall receive complaints from any person alleging violation of the code. Any complaint received by the Commission must be in writing on a form prescribed by the Commission and signed under penalty of false statement by the individual making said complaint before:

(1) A Judge of a court of record;

(2) A clerk or deputy clerk of a court having a seal;

(3) A Commissioner of Deeds or Town Clerk;

(4) A notary public;

(5) A Justice of the Peace; or

(6) An attorney admitted to the bar of the State of Connecticut.

B. If the complainant intentionally makes a false statement, he/she shall be subject to fines of up to \$ 1,000 and penalties of up to one year imprisonment under the provisions of C.G.S. § 53a-157b for a Class A misdemeanor.

§ 53-6. Investigation procedures; time limits; notice and hearings.

A. Upon the complaint of any person on a form prescribed by the Commission, signed under penalty of false statement, or upon its own complaint, the Commission shall investigate any alleged violation of this code. Until such time as the Commission makes a determination of probable cause, any allegations

and any information supplied to or received from the Commission shall not be disclosed to any party by a complainant, witness or Commission or staff member, except upon the written request of the respondent.

(1) Not later than 10 days after the receipt or issuance of such complaint, the Commission shall provide notice of such receipt or issuance and a copy of the complaint by registered or certified mail to any respondent against whom such complaint is filed and shall provide notice of the receipt of such complaint to the complainant. Complaints shall be noted as received at a scheduled meeting.

(2) If the complaint has been filed by a member of the public, the Commission shall review the complaint to determine:

(a) Whether the allegations contained therein if proved would constitute a violation of any provision of the code. If the Commission determines that the complaint does not allege sufficient facts to constitute a violation, the Commission shall dismiss the complaint and duly notify the complainant and respondent by registered or certified mail.

(b) If the Commission determines that the complaint alleges sufficient facts to constitute a violation, then within 30 days after so determining, the Commission shall fix a date for the commencement of the hearing on the allegation contained therein. Such hearing shall be conducted in two phases. In the first phase, the Commission will make a confidential determination as to whether there is probable cause to believe the facts alleged in the complaint actually occurred. If the Commission does not make a finding of probable cause, the complaint and all records for the hearing shall remain confidential except upon the written request of the respondent. If the Commission makes a finding of probable cause, the Commission shall proceed to the second phase, which shall be a public hearing to determine whether a violation has occurred. The hearing date regarding any complaint shall be not more than 60 days after the filing of the complaint.

B. In the conduct of an investigation of an alleged violation of this code:

(1) The Commission shall have the power to hold hearings, administer oaths, examine witnesses, receive oral and documentary evidence, subpoena witnesses and require the production for examination by the Commission of any books and papers that the Commission deems relevant in any matter under investigation or in question. In the exercise of such powers, the Commission may use the services of the municipal police, who shall provide the same upon the Commission's request.

(2) The respondent shall have the right to appear and to be represented by legal counsel and to examine and cross-examine witnesses. All witnesses will be sworn.

C. The Commission shall make no finding that there is a violation of any provision of the Code, except upon the concurring vote of at least four of its members.

D. Any hearing conducted by the Commission shall be governed by the Administrative Procedures Act, C.G.S. § 4-178.

E. No complaint may be made under this code, except within three years after the violation alleged in the complaint has been committed.

F. No person shall take or threaten to take official action against an individual for such individual's disclosure of information to the Commission under the provisions of this code.

§ 53-7. Confidentiality of complaints; evaluations of possible violations and investigations; publication of findings.

A. Unless the Commission makes a finding of probable cause, a complaint alleging a violation shall be confidential, except upon the written request of the respondent unless such information is required to be disclosed pursuant to the Freedom of Information Act, C.G.S. § 1-200 et seq.

B. Prior to any other action on a complaint, the Commission may conduct a preliminary investigation to determine whether the filing of a complaint is warranted. This preliminary investigation shall be confidential, except upon the written request of the respondent.

C. If the Commission makes a finding of no probable cause, the complaint and the record of its investigation shall remain confidential, except upon the request of the respondent. No complainant, witness, designated party or Commission or staff member shall disclose to any third party any information learned from the investigation, including knowledge of the existence of a complaint, which the disclosing party would not otherwise have known. The Commission shall inform the complainant and the respondent of its finding by registered or certified mail not later than three business days after termination of the hearing or investigation.

D. The Commission shall make public a finding of a violation not later than five business days after the termination of the hearing. At such time, the entire record of the investigation shall become public. The Commission shall inform the complainant and the respondent of its finding and provide them a summary of its reasons for making such a finding by registered or certified mail not later than three business days after termination of the hearing.

§ 53-8. Penalties for offenses.

A. Upon determination that a violation of any provision of the code has occurred, the Commission will impose sanctions as follows:

- (1) Public censure and reprimand;
 - (2) A civil penalty of not more than \$100 per violation; and/or
 - (3) Restitution of any pecuniary benefits received because of the violation committed.
- B. Upon determination that a violation of any provision of this code has occurred, the Commission may also recommend to the Board of Selectmen the following actions:
- (1) In the case of a public employee, disciplinary action as provided for by town policy and/or collective bargaining agreement.
 - (2) In the case of an appointed official, removal from office as provided in the Town Charter. EN
 - (3) In the case of an elected official, removal from office as provided in Connecticut General Statutes.

§ 53-9. Public employees and officials.

A. No public employee or public official shall engage in or participate in any business or transaction, including but not limited to outside employment with a private business, or have an interest, direct or indirect, which is incompatible with the proper discharge of his/her official responsibilities in the public interest or which would tend to impair his/her independent judgment or action in the performance of his/her official responsibilities.

B. Gifts.

(1) No public employee or public official shall solicit or accept any gift from any person which to his/her knowledge is interested in any pending matter within such employee's or official's official responsibility.

(2) If a prohibited gift is offered, he/she must refuse it, return it, pay the donor the full value of the gift or donate it to a nonprofit organization, provided that he/she does not receive the corresponding tax benefit. Alternatively, it may be considered a gift to the municipality, provided that it remains in the municipality's possession permanently.

C. Voting.

(1) A public employee or public official shall refrain from voting upon or otherwise participating in any matter on behalf of the municipality if that employee or official, a business with whom he/she is associated, an individual with which he/she is associated or a member of his/her immediate family has a financial or personal interest in the transaction or contract, including but not limited to the sale of real estate, materials, supplies or services to the municipality; provided, however, that the restrictions of this Subsection C(1) shall not apply if such financial or personal interest accrues to him/her, his/her spouse, a dependent child or a business with which he/she, his/her spouse or a dependent child is associated as a member of a profession, occupation or group to no greater extent than to any other member of such profession, occupation or group.

(2) If such participation is within the scope of the public employee's or public official's official responsibility, he/she shall be required to provide written disclosure, which sets forth in detail the nature and extent of such interest, to the Commission.

(3) Notwithstanding the prohibition in Subsection C(1), a public employee or public official may vote or otherwise participate in a matter if it involves a determination of general policy and the interest is shared with a substantial segment of the population of the municipality.

D. Appearance on behalf of private interests.

(1) Except for a public official who receives no compensation for his/her service to the municipality other than per diem payments and reimbursement of expenses, no public employee or public official shall appear on behalf of private interests before any board, agency or committee of the municipality.

(2) Except for a public official who receives no compensation for his/her service to the municipality other than per diem payments and reimbursement of expenses, no public employee or public official shall represent private interests against the interests of the municipality in any litigation to which the municipality is a party.

E. Appearance on own behalf.

(1) Nothing contained in this code shall prohibit or restrict a public employee or public official from appearing before any board or commission of the municipality on his/her own behalf, or from being a party in any action, proceeding or litigation brought by or against the public employee or public official to which the municipality is a party.

(2) No public official or public employee shall appear on behalf of private interests before any board, commission or agency of the municipality, nor shall he/she represent private interests in any action or proceeding against the town in any litigation, when such appearance or representation would be in conflict with or would impair his/her independence of judgment and action in the performance of his/her official duties as such officer or employee.

F. No public employee or public official shall disclose confidential information concerning municipal affairs, or use confidential information acquired in the course of and by reason of his/her official duties nor shall he/she use such information for the financial interests of himself/herself or others.

G. No public employee or public official shall request or permit the use of municipal-owned vehicles, equipment, facilities, materials or property for personal convenience or profit, except when such are

available to the public generally or are provided as municipal policy for the use of such public employee or public official in the conduct of official business.

H. No public employee or public official, or a business with which he/she is associated, or member of his/her immediate family shall enter into a contract with the municipality unless it is awarded through a process of public notice and competitive bidding; provided, however, that this restriction shall not apply to any contract the total value of which is \$1,000 or less.

I. No public employee or public official shall use his/her position or office to take any action that would benefit, financially or otherwise, such employee or official or any other person or organization in a manner that is not available to all similarly situated persons or organizations, nor shall any public employee or public official take any action in his/her official capacity in exchange for or as a quid pro quo for any benefit of any kind that he/she has received from any persons or organization.

J. No public employee or public official shall accept a fee or honorarium for an article, appearance or speech, or for participation at an event, in his/her official capacity.

K. No public employee or public official, or member of such individual's immediate family or business with which he/she is associated, shall solicit or accept anything of value, including but not limited to a loan, political contribution, reward or promise of future employment based on any understanding that the vote, official action or judgment of the public employee or public official would be or had been influenced thereby.

L. No public official or public employee shall grant or accept any special consideration, treatment or advantage to or from any person beyond that which is available to every other person.

§ 53-10. Paid consultants of municipality.

A. No paid consultant of the municipality shall represent a private interest in any action or proceeding against the interest of the municipality which is in conflict with the performance of his/her duties as a consultant.

B. No paid consultant may represent anyone other than the municipality concerning any matter in which he/she participated personally and substantially as a consultant to the municipality.

C. No paid consultant shall disclose confidential information learned while performing his/her duties for the municipality nor shall he/she use such information for the financial interests of himself/herself or others.

§ 53-11. Former public employees and officials.

A. No former public employee or public official shall appear for compensation before any municipal board or agency in which he/she was formerly employed or with which he/she formerly served at any time within a period of one year after termination of his/her employment or service with the municipality.

B. No former public employee or public official shall represent anyone other than the municipality concerning any particular matter in which he/she participated personally and substantially while in municipal service.

C. No former public employee or public official shall disclose or use confidential information acquired in the course of and by reason of his/her official duties, for any reason, unless compelled to do so by law.

D. No former public employee or public official who participated substantially in the negotiation or award of a municipal contract obliging the municipality to pay an amount of \$100,000 or more, or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the municipality for a period of one year after such contract is signed.

E. No former public official or public employee shall appear before any board, commission, committee or agency of the municipality in relation to any case, proceeding, application or contract in which he/she personally participated during the period of his/her service or employment, or which was under his/her active consideration for a period of 12 months from the date of termination of his/her employment with or service to the town.

§ 53-12. Conflict of interest statement; filing requirements.

A. All appointed members of town boards and commissions, elected officials and department heads shall file, under penalty of false statement, on a form designated by the Ethics Commission, a statement declaring any conflict of interest or potential conflict of interest as defined in §§ 53-9 through 53-11 of this code.

B. All appointed members of town boards and commissions, elected officials and department heads must recuse themselves from any decision that would incur a conflict of interest or potential conflict of interest. Failure to do so will constitute a violation of this code.

C. Failure to file this conflict of interest statement as required by this section of this code shall constitute a violation of the code, subject to penalties as defined in § 53-8.

§ 53-13. Distribution of code.

The Commission shall cause a copy of this Code of Ethics to be distributed to every public employee and public official within 60 days after enactment of this code. Each public employee and public official shall be furnished a copy before entering upon the duties of his/her office or employment. A signed receipt for all copies shall be returned to the Chair of the Commission and retained on file.

DEALING WITH THE PRESS

Opportunities may arise where a member of the press would like to speak with you regarding a board/commission decision or upcoming discussion. Understanding your role, that of the chairman, and of the First Selectman will greatly diminish the chance of “misspeaking” or saying something you wish you could later repeal.

The ability to differentiate between being a citizen and being a representative of the Town or board/commission is vital. When not representing the board/commission, citizens are free to speak on any issue. However, it should be understood that as a member of a town board/commission, your public persona may change into that of being perceived as a “representative” of the town.

BOARD/COMMISSION

In most cases, the chairman of the board/commission will be the spokesperson for the group. Unless given authority by the chairman of the board/commission, members should be careful to politely delegate all questions and answers to the chairman. More importantly, when given authority, board/commission members should make sure all comments are directly related to board/commission activities and actions.

TOWN-WIDE

In all cases, when a reporter asks a question regarding a town policy or an area outside the realm of the board/commission the member serves on, the First Selectman’s Office is responsible for answering questions, coordinating press conferences, or anything else with regards to media relations. In the event a board/commission needs to promote or arrange an event that relates to the board/commission, all aspects should be coordinated through the First Selectman’s Office.