

Gregg Schuster



First Selectman

**Public Hearing
Thursday, August 19, 2010
Colchester Town Hall**

Meeting Room 1 – 7:00pm

1. Call to Order
2. Discussion on acceptance of Founders Way and Usher Swamp Road as Town Roads
3. Adjourn

WANDA A. BRAY
TOWN CLERK

Wanda A. Bray

2010 AUG 16 AM 10:05

RECEIVED
COLCHESTER, CT

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Agenda
Thursday, August 19, 2010
Colchester Town Hall**

Nancy A. Bray
NANCY A. BRAY
TOWN CLERK

RECEIVED
COLCHESTER, CT
2010 AUG 16 AM 10:05

Meeting Room 1 – Immediately following Public Hearing at 7:00pm

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the August 5, 2010 Board of Selectmen Regular Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
6. Budget Transfers –
7. Tax Refunds & Rebates
8. Proclamation for Colchester Rotary Celebrating their 50th Anniversary
9. Discussion and Possible Action on Senior Center Job Descriptions
10. Discussion and Possible Action on Senior Center Title III Grant Contract Extension and Resolution
11. Discussion and Possible Action on Automatic External Defibrillator at Recreation Complex
12. Discussion and Possible Action on Acceptance of Founders Way and Usher Swamp Road as Town Roads and Reduction of Subdivision Bond by \$19,872
13. Discussion and Possible Action on Building Permit Late Fees
14. Discussion and Possible Action on Board and Commission Handbook
15. Discussion and Possible Action on Town Policy Manual
16. Discussion on Town Studies and Plans

17. Citizen's Comments

18. First Selectman's Report

19. Liaison Report

20. Adjourn

Gregg Schuster



First Selectman

RECEIVED
COLCHESTER, CT
2010 AUG -6 AM 11:04
Margie Brey
TOWN CLERK

**Board of Selectmen Regular Meeting Minutes
Thursday, August 5, 2010
Colchester Town Hall**

Meeting Room 1 – 7:00 pm

MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman Rosemary Coyle, and Selectman Stan Soby.

MEMBERS ABSENT: Selectman Greg Cordova and Selectman James Ford,

OTHERS PRESENT: Derrik Kennedy, Rob Tarlov, Al Hemingway, Ryan Blessing, and Katy Naly.

1. **Call to Order**
First Selectman Gregg Schuster called the meeting to order at 7:00p.m.
2. **Additions to the Agenda**
R. Coyle moved to add "Approve minutes of the July 15, 2010 Commission Chairmen Meeting", as agenda item #4, remove agenda items #9, #10, #11, #12 and renumber accordingly, seconded by S. Soby. Unanimously Approved. MOTION CARRIED.
3. **Approve Minutes of the July 15, 2010 Board of Selectmen Regular Meeting**
R. Coyle moved to approve the minutes of the July 15, 2010 Board of Selectmen regular meeting with the change of listing the names of the selectmen who approved agenda item #19, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
4. **Approve Minutes of the July 15, 2010 Commission Chairmen Meeting**
R. Coyle moved to approve the minutes of the July 15, 2010 Commission Chairmen meeting, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
5. **Citizen's Comments**
None.
6. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
 - a. **Economic Development Commission. Resignation of Jeffrey M. Koonankeil.**
R. Coyle moved to accept the resignation of Jeffrey M. Koonankeil from the Economic Development Commission, seconded by S. Soby with regret. Unanimously Approved. MOTION CARRIED.
7. **Budget Transfers**
None.

8. Tax Refunds & Rebates

S. Soby moved to approve tax refunds in the amount of \$287.60 to Edward & Dawn DiLorenzo, \$32.09 to Patrice Ashburner Smith, \$18.55 to Robert & Cari Willson, \$49.64 to Gary & Robin Blankenship, \$17.55 to Richard & Bonnie Aikin, \$232.15 to Christian & Patricia Roy, \$49.54 to Scott Gould, and \$75.21 to Norman Albert, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

9. Discussion and Possible Action on Resolution Accepting Memorandum of Agreement between Town of Colchester and Connecticut Department of Public Safety

S. Soby moved to approve and accept the resolution regarding the Tele Atlas GIS Data Memorandum of Agreement between the Town of Colchester and the Connecticut Department of Public Safety and to authorize the First Selectman to sign all necessary documents, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

10. Citizen's Comments

None

11. First Selectman's Report

First Selectman G. Schuster reported on a regionalization meeting held at the Colchester Town Hall on Wednesday, July 28, with surrounding municipal CEOs and created three subcommittees to discuss in further detail the areas of public safety, parks & recreation, and purchasing; a meeting he attended in Meriden put on by the State Police regarding regionalization of State Police services; the new voter notification signs made for the Town by Eagle Scout-nominee Gavin Winchell; and an upcoming tabletop exercise on October 2 for emergency preparedness.

12. Liaison Report

S. Soby commented on the Police Commission regarding the hiring of future officers.

13. Adjourn

R. Coyle moved to adjourn at 7:09p.m., seconded by S. Soby. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrik M. Kennedy
Executive Assistant to the First Selectman

Attachments:

- Resignation Letter from Jeffrey M. Koonankeil
- Resolution and Memorandum of Agreement between the Town of Colchester and Connecticut Department of Public Safety

Gregg Schuster

From: Jeffrey Koonankeil [jkoo9@hotmail.com]
Sent: Saturday, July 17, 2010 4:04 PM
To: Gregg Schuster
Subject: EDC Resignation

Dear First Selectman Schuster,

Please consider this formal letter of resignation from the Colchester Economic Development Commission effective immediately.

Thank you,

Jeffrey M. Koonankeil

Hotmail is redefining busy with tools for the New Busy. Get more from your inbox. [See how.](#)

RECEIVED
COLCHESTER, CT
2010 JUL 19 AM 8:49
Nancy A. Bray
NANCY A. BRAY
TOWN CLERK

Memo

To: Gregg Schuster

From: Marc Tate 

Date: 8/2/2010

Re: Tele Atlas GIS Data

In the process of improving our GIS Data it was noticed that the Town does not have an updated street centerline. To save time and money I would like to acquire a copy of data purchased by the Department of Public Safety.

Before we can attain the information a signed Memorandum of Understanding needs to be provided to the Department of Public Safety along with a Motion from the Board of Selectmen.

Recommended Motion:

"Motion to approve accept the resolution regarding the Tele Atlas GIS Data Memorandum of Agreement between the Town of Colchester and the Connecticut Department of Public Safety and to authorize the First Selectman to sign all necessary documents"

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CONNECTICUT DEPARTMENT OF PUBLIC SAFETY
AND**

THE TOWN OF COLCHESTER

THIS AGREEMENT, made this ____ day of _____, _____ by and between the Connecticut Department of Public Safety, Office of Statewide Emergency Telecommunications, (hereinafter "DPS"), acting herein by its Acting Commissioner, Colonel Thomas Davoren, having a principal business address at 1111 Country Club Road, Middletown, Connecticut, and the Town of Colchester, (hereinafter the "Agency"), acting herein by Gregg Schuster, its First Selectman, duly authorized, having a principal office at 127 Norwich Ave, Colchester, CT 06415, is intended to set forth the parties' agreement with respect to certain mapping products obtained by DPS pursuant to an enterprise license between the State of Connecticut and the vendor of such products.

WITNESSETH:

WHEREAS, the State of Connecticut, acting by and through its Department of Information Technology, Contracts and Purchasing Division (hereinafter "DOIT"), has entered into a licensing agreement with Tele Atlas North America, Inc. (formerly Geographic Data Technology, Inc./GDT) (hereinafter "TANA"), allowing use by state agencies, municipalities, regional planning agencies and all political subdivisions of the state, their employees and contractors certain mapping products (hereinafter "the Products"). Such products are more particularly described in Attachment A to CT. Master Agreement Number B-03-008, attached hereto and incorporated herein;

WHEREAS, the DPS is responsible for financing certain costs of the Enhanced 9-1-1 system in Connecticut, as provided in Chapter 518a of the Connecticut General Statutes;

WHEREAS, the DPS desires to make the Products available to the Agency to facilitate the delivery of E-9-1-1 service to users of wireless telephones by providing latitude and longitude information to the Public Safety Answering Point (hereinafter the "PSAP") receiving wireless 9-1-1 calls and for the purpose of enhancing public safety response capabilities;

WHEREAS, the Agency has the authority to enter into this MOU pursuant to action of its First Selectman, and DPS has authority to enter into this MOU pursuant to Sections 4-8 and 29-1b of the Connecticut General Statutes;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the parties agree as follows:

1. Use of the Products by the Agency is allowed by all authorized employees of, and contractors for, such Agency. For the purposes of this Agreement, the Agency means a state agency, municipality, regional planning agency or political subdivision of the state, their employees and contractors.
2. Use of the Products or their derivatives is strictly prohibited in an On-board Navigation System. For the purposes of this Agreement, an "On-board Navigation System" includes at least the following components installed in or on a vehicle: (a) a storage medium to store at least a portion of the Products or a certain database derived therefrom, (b) a Global Positioning System (GPS) unit, (c) a gyroscope and (d) a device to detect the wheel rotation of a vehicle.
3. Any product or services generated from the Products shall not be disclosed, licensed or sold, in whole or in part, to any third party, without TANA's express written permission, except that maps/reports may be freely distributed to the public.
4. Other than copies for use only, the Agency shall not distribute copies of the Documentation, or any part thereof, without the express written consent of TANA. Documentation shall be defined as any information about the Product distributed with the Products, including but not limited to user guides and derivatives. Copies may be made for backup and archival purposes. All copies made shall remain the property of TANA under the terms of this agreement.
5. The Products are and contain the copyrighted and trade secret property of TANA. TANA retains all rights not expressly granted.
6. The Agency hereby agrees to protect information belonging to TANA that is of a confidential or proprietary nature during the term of this agreement and thereafter.
7. The Agency hereby agrees to provide a written report of any errors it finds in the Products to DPS as soon after their discovery as practicable. Such notice shall be given to DPS in a format determined by DPS.
8. The Agency hereby agrees to notify DPS, in writing, if it discovers any violations of this agreement by its agents, employees or contractors.
9. The Agency agrees that at such time as the agreement between DOIT and TANA is terminated, that it shall immediately return to DPS any copies of the Products in its possession, delete all copies of the products from its systems and cease all use of the Products or any derivation thereof. The Agency shall provide DPS with an affidavit signed by an authorized representative attesting to its compliance with the aforementioned provisions.

10. The Agency agrees and acknowledges that this agreement may be terminated by either party following 30 days' written notice, except that DPS may terminate said Agreement for any breach of its terms upon 10 days' written notice. Upon such termination, the Agency shall immediately return to DPS any copies of the Products in its possession, delete all copies of the Products from its systems and cease all use of the Products or any derivation thereof and provide DPS with an affidavit signed by an authorized representative attesting to the Agency's compliance with the aforementioned provisions.
11. The Agency represents and warrants to DPS that it has duly authorized the execution and delivery of this agreement and the obligations assumed by it hereunder; that the Agency shall comply with all applicable state and federal laws and municipal ordinances in satisfying its obligations under and pursuant to this agreement; that the execution, delivery and performance of this agreement by the Agency shall not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following as applicable: (i) any provision of law; (ii) any order of any court or department; or (iii) any indenture, agreement, document, or other instrument to which it is a party or may be bound.
12. The Agency shall indemnify and hold harmless the State of Connecticut, the State of Connecticut Department of Information Technology, the State of Connecticut Department of Public Safety, their officers, agents, employees, commissions, boards, departments, divisions, successors and assigns from and against all actions (pending or threatened and whether at law or in equity in any forum), liabilities, damages, losses, costs and expenses, including but not limited to, reasonable attorneys' and other professionals' fees, resulting from (i) misconduct or negligent or wrongful acts (whether of commission or omission) of the Agency or any of its officers, representatives, agents, servants, consultants, employees or other persons or entities with whom the Agency is in privity of oral or written contract; (ii) liabilities arising directly or indirectly in connection with this agreement out of the acts of the Agency concerning its duties and obligations set forth in this agreement; and (iii) damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such claims and/or liabilities.
13. Executive Orders

The Contract 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 Contract as if they had been fully

set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract 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.

14. Non-discrimination

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or

relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

- (h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- 15. Any and all amendments, changes, extensions, revisions, or discharges of this agreement, in whole or in part, on one or more occasions, shall not be invalid or unenforceable because of lack of or insufficiency of consideration, provided, however, that such amendments, extensions, revisions or discharges are in writing and executed by authorized representatives of all parties.
- 16. Notwithstanding any provisions in this agreement, DPS, through a duly authorized employee, may terminate the agreement whenever DPS makes a written determination that such termination is in the best interests of the State. DPS shall notify the Agency in writing of termination pursuant to this section, which notice shall specify the effective date of termination.
- 17. This agreement, its terms and conditions and claims arising therefrom shall be governed by Connecticut law and court decisions without giving effect to Connecticut's principles of conflicts of laws.

18. Nothing in this Agreement shall be construed as a waiver or limitation of sovereign immunity by the State of Connecticut, DPS or OSET.
19. Any notice required or permitted under this Agreement shall be deemed to be given when hand-delivered or one business day after pick by Emery Air Freight, Airborne, Federal Express, or similar overnight express services, in either case addressed to the parties below.

If to the Agency:

Attention: Name	<u>Gregg Schuster, First Selectman</u>
Agency	<u>Town of Colchester</u>
Street	<u>127 Norwich Ave</u>
City/Town, CT Zip	<u>Colchester, CT 06415</u>

If to the Department of Public Safety:

Attention: OSET Director or Designee
 Office of Statewide Emergency Telecommunications
 Department of Public Safety
 1111 Country Club Road
 Middletown, CT 06457-2329

This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations and agreements, whether written or oral, between them respecting the subject matter herein.

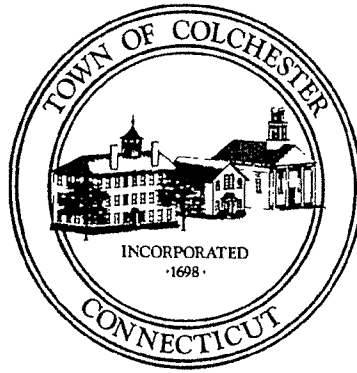
The parties each bind themselves, successors, assigns and legal representatives with respect to all covenants of this Agreement.

STATE OF CONNECTICUT
 DEPARTMENT OF PUBLIC SAFETY

Date: _____ By _____
 James M. Thomas
 Its Acting Commissioner

TOWN OF COLCHESTER

Date: _____ By _____
 Gregg Schuster
 Its First Selectman
 Duly Authorized



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

CERTIFICATION:

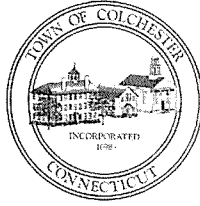
I, Nancy Bray, Town Clerk, do hereby certify that the following is a true and correct copy of a resolution adopted by the Colchester Board of Selectmen at its duly called and held meeting on August 5, 2010, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

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

FURTHER RESOLVED, that Gregg Schuster, First Selectman of the Town of Colchester, is authorized and directed to execute and deliver any and all documents on behalf of the of the Board of Selectmen and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents contemplated by such documents. The undersigned further certifies that Gregg Schuster now holds the office of First Selectman and that he has held that officer since November 16, 2009.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 6th day of August, 2010.

Nancy Bray
Town Clerk



OFFICE of the FIRST SELECTMAN

Proclamation

COLCHESTER ROTARY

Whereas, fifty years ago the Rotary Club of East Haddam sponsored a group of community-minded individuals to become the Rotary Club of Colchester;

Whereas, the Rotary Club of Colchester has always been at the forefront of reaching out to attract diverse members, including being one of the first to allow women to join

Whereas, while the Rotary Club of Colchester continues to evolve and grow, their contributions to the betterment of Colchester, our nation, and the world are their foremost commitment;

Whereas, the Rotary Club of Colchester sponsored Jack Jackter's efforts at beginning a Colchester ambulance service and that service has grown into the service we know today;

Whereas, Rotary Club of Colchester projects include annual scholarships, assistance to the food and fuel banks, delivering Thanksgiving baskets to families in need, literacy projects, maintaining our environment, sponsoring overseas guests to learn about our country and gain goodwill, providing assistance to those struck by natural disasters, and honoring our veterans and country;

Whereas, Rotary Club of Colchester members persevere, letting nothing stand in the way of their service – even importing snow for a snowmobile event when Mother Nature did not respond as requested;

Now, THEREFORE, the Board of Selectmen of the Town of Colchester, Connecticut, does hereby acknowledge the importance and success of the COLCHESTER ROTARY as an example of dedication and charity.

Gregg Schuster
First Selectman

Senior Center

To: Board of Selectmen

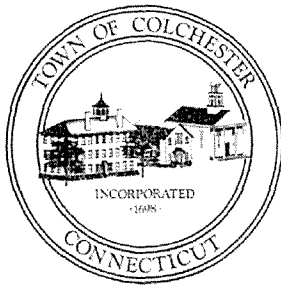
From: Patti White

Re: Request for approval of Senior Center Bus Driver job descriptions

Date: August 16, 2010

Over the years there appears to have been several bus driver job descriptions written that are outdated and do not accurately reflect the actual work being done by the drivers. This is an effort to update the descriptions to fit with the current needs of the senior center transportation operations.

Recommended action: That the Board of Selectmen approve the four proposed bus driver job descriptions for the senior center (Full - Time Bus Driver, Part-Time Bus Driver, Per Diem Bus Driver and Part Time Municipal Matching Grant Bus Driver) as presented.



Town of Colchester Job Description

Senior Center Per Diem Driver

GENERAL STATEMENT OF DUTIES

Provide general transportation for elderly/disabled individuals to and from appointments.

WORK SCHEDULE

Upon request as the need arises.

SUPERVISOR

Works under the direct supervision of the Senior Services Director

ESSENTIAL DUTIES

- Transport clients to and from appointments.
- Maintain daily logs, mileage reports and other forms as required.
- Record all malfunctions and vehicle service needs to the Senior Center Director and Town's Fleet Maintenance staff.
- Maintain safety of clients while providing transportation, reporting client safety issues promptly as they arise.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to cope with the needs of the elderly
- Ability to drive a passenger van and/or a 14 passenger bus.
- Specific vision abilities required for this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

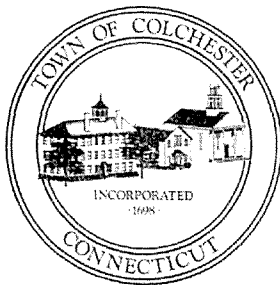
EDUCATION AND EXPERIENCE

- Maintain and provide proof of valid CT driver's license
- Attain and maintain a public service license or be able to obtain one within thirty (30) days of hire.
- Be willing to obtain a CDL
- High School Diploma or Equivalent
- One year of public service driving

WORK ENVIRONMENT

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

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



Town of Colchester Job Description

Senior Center Part-Time Driver

GENERAL STATEMENT OF DUTIES

Provide general transportation for elderly/disabled individuals to and from appointments.

WORK SCHEDULE

20 hours per week (9:00-2:00) Monday-Friday

SUPERVISOR

Works under the direct supervision of the Senior Services Director

ESSENTIAL DUTIES

- Transport clients to and from appointments.
- Maintain daily logs, mileage reports and other forms as required.
- Record all malfunctions and vehicle service needs to the Senior Center Director and Town's Fleet Maintenance staff.
- Maintain safety of clients while providing transportation, reporting client safety issues promptly as they arise.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to cope with the needs of the elderly.
- Ability to drive a passenger van and/or a 14 passenger bus.
- Specific vision abilities required for this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

EDUCATION AND EXPERIENCE

- Maintain and provide proof of valid CT driver's license
- Attain and maintain a public service license or be able to obtain one within thirty (30) days of hire.
- Be willing to obtain a CDL
- High School Diploma or Equivalent
One year of public service driving

WORK ENVIRONMENT

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



Town of Colchester Job Description

Senior Center Full-Time Driver

GENERAL STATEMENT OF DUTIES

Provide general transportation for elderly/disabled individuals to and from appointments.

WORK SCHEDULE

35 hours per week (8:00-3:30) Monday-Friday

SUPERVISOR

Works under the direct supervision of the Senior Services Director.

ESSENTIAL DUTIES

- Transport clients to and from appointments.
- Maintain daily logs, mileage reports and other forms as required.
- Record all malfunctions and vehicle service needs to the Senior Center Director and Town's Fleet Maintenance staff.
- Maintain safety of clients while providing transportation, reporting client safety issues promptly as they arise.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to cope with the needs of the elderly.
- Ability to drive a commercial vehicle bus.
- Specific vision abilities required for this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

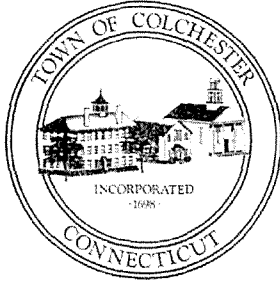
EDUCATION AND EXPERIENCE

- Maintain and provide proof of valid CT CDL
- High School Diploma or Equivalent
- One year of public service CDL driving

WORK ENVIRONMENT

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

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



**Town of Colchester
Job Description**

**Senior Center
Matching Grant Driver/Scheduler (PT)**

GENERAL STATEMENT OF DUTIES

Schedule and provide transportation for seniors and disabled individuals to non-emergency medical appointments, shopping and special social events. Serve as a back up driver to the regular drivers.

WORK SCHEDULE

Approximately 32 hours per week Monday-Friday. Flexible hours as-needed. Some evenings and weekends required.

SUPERVISOR

Works under the direct supervision of the Senior Services Director

ESSENTIAL DUTIES

- Schedule transportation for clients to non emergency medical/social appointments.
- Transport clients to and from appointments.
- Maintain daily logs, mileage reports and other forms as required.
- Record all malfunctions and vehicle service needs to the Senior Center Director and Town's Fleet Maintenance staff.
- Maintain safety of clients while providing transportation, reporting client safety issues promptly as they arise.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to cope with the needs of the elderly
- Ability to drive a passenger van and/or a 14 passenger bus
- Specific vision abilities required for this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

EDUCATION AND EXPERIENCE

- Maintain and provide proof of valid CT driver's license
- Attain and maintain a public service license or be able to obtain one within thirty (30) days of hire.
- Be willing to obtain a CDL
- High School Diploma or Equivalent
- One year of public service driving

WORK ENVIRONMENT

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

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

Colchester Senior Center

To: Board of Selectmen

From: Patti White, Senior Services Director

Re: Need Resolutions Passed for Title III Grant Contract Execution

Date: 8/13/2010

This is a request for the Board of Selectmen to adopt the following resolutions which are required by the local Area on Aging which is the fiduciary agency for the Federal Title II \$9,998.19 grant funds that we have been awarded for our Making Memories program.

The first resolution empowers Gregg Schuster, First Selectman to negotiate and execute all necessary documents pertaining to the grant/contract with Eastern Connecticut Agency on Aging.

The second empowers Gregg Schuster, First Selectman to certify that the town of Colchester has adopted as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes.

Recommended Actions:

BE IT RESOLVED that the Board of Selectmen for the Town of Colchester hereby empower the First Selectman, Gregg Schuster, to enter into and amend contractual instruments in the name and on behalf of the Town of Colchester with the Eastern Connecticut Agency on Aging and to affix the corporate seal.

BE IT RESOLVED that the Board of Selectmen for the Town of Colchester hereby authorize the First Selectman, Gregg Schuster, to certify that the town of Colchester has adopted as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes 4a-60 (a) (1) and 4a-60a (a) (1), as amended in State of Connecticut Public Act 07-245 and sections 9 (a) (1) and 10 (a) (1) of Public Act 07-142.

July 29, 2010

Colchester Senior Center
Patti White
95 Norwich Avenue
Colchester, CT 06415

Re: Grant # F-11-3

Dear Ms. White:

A review of your revised budget has been completed. A copy of your approved budget is enclosed. Please file this with your grant application.

Senior Resources has agreed to purchase 3,174 units of therapeutic activity service at \$3.15 per unit for a maximum award of **\$9,998.10**.

There are a number of items in this packet which need your attention. Below is a description of each item and the action which needs to be taken:

1. **Notification of Award** – The Notification of Award is the document which includes the award amount and the number of units to be served under this grant. The Federal share of the award is also indicated on this document. **This copy is for your files.** Your auditor may need this when doing your audit.
2. **Contract** – Enclosed are two copies of the contract. Please read and understand the conditions of your award. **Sign both copies and return ONE copy to Senior Resources no later than August 20, 2010.**
3. **Workforce Analysis** – This form must be completed, signed and dated. **Return to Senior Resources no later than August 20, 2010.**
4. **Corporate Resolution** – A Corporate resolution authorizing the signatory to commit to a contract, amendment or agreement must be submitted with the signed documents. **Return to Senior Resources no later than August 20, 2010.**
5. **Non Discrimination Certification** – The Secretary of the Corporation must sign on or after the date of the signature on the contract. **Return to Senior Resources no later than August 20, 2010.**



Senior Resources

A G E N C Y O N A G I N G

**4 Broadway • 3rd Floor • Norwich, Connecticut • 06360
(860) 887-3561 • (800) 690-6998 • Fax (860) 886-4736 • www.seniorresourcesec.org**

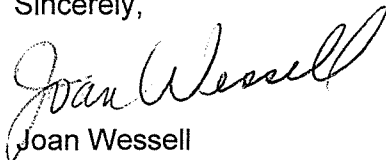
6. **Reporting Requirements** – The reporting requirements are as follows:

- The financial report to be used for FY 2011 is included. Please make copies of this report to submit on a monthly basis. This document will also be emailed to you for your convenience. There is a report for each month included in the emailed document. **Only this financial form will be accepted.** This report must be at Senior Resources by the 15th of the month following the reporting period. Example: The report for the month of October must be filed by the 15th of November. Faxed financial reports are **NOT** accepted.
- Management Information System (MIS) reports are to be submitted on a monthly basis. This report must be at Senior Resources by the 15th of the month following the reporting period. Your financial report will be compared to the MIS statistics. After reviewing your reports, your monthly check will be sent to you by the end of the month. If the financial report or your MIS is late or the financial report or MIS has not been received, a check will not be issued until the following month.
- A quarterly report is required for explaining the activities completed for the ongoing outreach methods to the target populations as stated on page 14 of your grant application. These reports are to be submitted in January, April, July, and October.

There is a growing concern among the Senior Resources Board of Directors whether this funding is actually making a difference in people's lives. Therefore, we are working on outcome measurement reporting. Details on this reporting will follow.

Senior Resources Agency on Aging commends your agency for its contribution toward the development and continuation of a comprehensive service network for the elderly. We wish you continued success in your endeavors. We look forward to working with you throughout the year. Please do not hesitate to contact our office if we may be of assistance to you. Your contact person is Kathy Chase.

Sincerely,



Joan Wessell
Executive Director

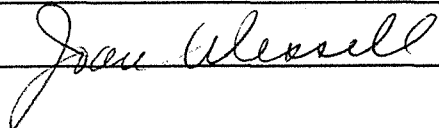
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NOTIFICATION OF AWARD

<p>1. LEGAL APPLICANT/RECIPIENT Name: Colchester Senior Center</p> <p>Address: 95 Norwich Avenue Colchester, CT 06415</p> <p>Contact: Patti White</p> <p>Phone #: 860-537-3911</p> <hr/> <p>This award is a reimbursed-based grant: Yes</p> <p>If yes, payments will be based on invoices submitted to Senior Resources Agency on Aging. All invoices will be compared to the Management Information System (MIS). When a discrepancy exists, MIS statistics will be used.</p> <p>This award is for a maximum of: 3,174 units of therapeutic activity at \$3.15 per unit.</p> <p>THE TOTAL AWARD IS BASED ON THE NUMBER OF UNITS TIMES THE UNIT COST.</p> <hr/> <p>2. FUNDING LEVELS</p> <table border="0"> <tr> <td>Total Program Cost:</td> <td>\$15,854.00</td> <td></td> </tr> <tr> <td>Client Donations:</td> <td>\$360.00</td> <td></td> </tr> <tr> <td>Other Cash:</td> <td>\$1,425.00</td> <td></td> </tr> <tr> <td>NET COST:</td> <td>\$14,069.00</td> <td>100%</td> </tr> <tr> <td colspan="3">Less Match</td> </tr> <tr> <td>Non-Federal Cash:</td> <td>\$4,070.90</td> <td>28.94%</td> </tr> <tr> <td>Non-Federal In Kind:</td> <td>\$0.00</td> <td>0.00%</td> </tr> <tr> <td>TITLE III</td> <td>\$9,998.10</td> <td>71.06%</td> </tr> </table>	Total Program Cost:	\$15,854.00		Client Donations:	\$360.00		Other Cash:	\$1,425.00		NET COST:	\$14,069.00	100%	Less Match			Non-Federal Cash:	\$4,070.90	28.94%	Non-Federal In Kind:	\$0.00	0.00%	TITLE III	\$9,998.10	71.06%	<p>3. PROJECT NUMBER: F-11-3</p> <p>4. PROJECT PERIOD: 10/1/10-9/30/11</p> <p>5. TYPE OF ACTION</p> <table border="0"> <tr> <td>New Federal Year Award</td> <td><u>XX</u></td> </tr> <tr> <td>Continued Award</td> <td>_____</td> </tr> <tr> <td>Revision</td> <td>_____</td> </tr> <tr> <td>Supplemental</td> <td>_____</td> </tr> </table> <p>6. TYPE OF CHANGE</p> <table border="0"> <tr> <td>Increase Dollars</td> <td>_____</td> </tr> <tr> <td>Decrease Dollars</td> <td>_____</td> </tr> <tr> <td>Increase Duration</td> <td>_____</td> </tr> <tr> <td>Cancellation</td> <td>_____</td> </tr> <tr> <td>Other (Specify)</td> <td>_____</td> </tr> </table> <p>7. FEDERAL FISCAL YEAR: 2011</p> <p>8. YEARS OF OPERATION: 1</p> <p>9. CONDITIONS/RECOMMENDATIONS ATTACHED:</p> <p>Yes _____ No <u>X</u></p> <p>10. REMARKS</p> <p>A. Unless revised, the amount of this award will constitute a ceiling for federal participation in the approved cost.</p> <p>B. The Federal share of a project cost earned only when the cost is accrued and the non-federal share of the cost has been contributed. Receipt of Federal funds (either through advance reimbursement) does not constitute earning of these funds.</p>	New Federal Year Award	<u>XX</u>	Continued Award	_____	Revision	_____	Supplemental	_____	Increase Dollars	_____	Decrease Dollars	_____	Increase Duration	_____	Cancellation	_____	Other (Specify)	_____
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Name/Title of Authorizing Official: Joan Wessell, Executive Director

Signature of Authorizing Official: 

Date: 7/29/10

Contract No.: F-11-3

**Eastern Connecticut Area Agency on Aging, Inc.
(dba Senior Resources Agency on Aging)
Services for Aging Consumers**

This contract made this 1st day of October, 2010 by and between Senior Resources Agency on Aging, Inc. (hereafter called "Senior Resources") and the Colchester Senior Center, a corporation organized under the laws of the State of Connecticut, with a place of business at 95 Norwich Avenue Colchester, CT 06415 (hereinafter called "The Provider").

PART I PROGRAM SPECIFICS

WHEREAS, Senior Resources has been designated under the State Plan of the Connecticut Department of Social Services as the agency in Region III of Eastern Connecticut for the administration of federal, state and local matching funds to be used in the purchase of services to be provided by private and public agencies to eligible individuals under Title III, Part B of the Older American Act of 1965, as amended, and

WHEREAS, the Provider is an agency qualified to perform such services for individuals determined by Senior Resources and the Provider to be eligible for such services;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements herein contained the parties hereto do hereby agree as follows:

A. Effective Date; Program Period

1. **Effective Date:** This agreement and the obligations of the parties hereunder shall become effective on the 1st day of October 2010, or on the date of approval of this Agreement by the Board of Directors of Senior Resources whichever is later (Hereinafter called the "Commencement Date").
2. **Program Period:** The services (as herein defined) to be provided to eligible individuals in accordance with this Agreement shall be provided during a period beginning on the Commencement Date and ending on the 30th day of September 2011, (the said period being hereinafter called "Program Period"). This Agreement may be terminated in accordance with the terms of this Agreement.

B. Services to be Performed by the Provider; Determination of Eligibility

1. The Provider agrees that during the Program Period the Provider will provide the following services to individuals determined to be eligible for such services:

Therapeutic Activity

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

by reference herein.

2. The determination of each individual's eligibility for services is the responsibility of the Provider in conformance with the criteria defined in the proposal and policy manual of the Senior Resources on Aging.

C. Purchase of Services; Payments to Provider; Limitations on Purchase and Payments

1. Subject to Provider's compliance with the terms and conditions of this Agreement, and for services provided to eligible individuals, Senior Resources shall purchase Units of Service up to, but not in excess of, the maximum number specified below for each Service at the rate per Unit for such Service determined by Senior Resources and the Provider. Senior Resources agrees to purchase up to the following Units of the following Services at the following rates:

Service	Maximum Number of Units	Rate Per Unit
Therapeutic Activity	3,174	\$3.15

2. Upon the submission by the Provider of signed invoices in accordance with Exhibit C to this Agreement, Senior Resources shall pay over to the Provider an amount determined to be due the Provider in accordance with established invoicing procedures. Senior Resources may make advance payment to the Provider in accordance with the terms and conditions set forth in the Financial Management portion of the Policy Manual of Senior Resources.
3. Notwithstanding the obligations of Senior Resources to purchase services from the Provider, it is understood and agreed that a maximum total payment of Nine Thousand Nine Hundred Ninety-Eight Dollars and Ten Cents (\$9,998.10) (hereinafter called the "Maximum Payment") will be made for all services to be provided hereunder.

D. Record Keeping and Access

1. The Provider shall establish and maintain such documents and financial and program records as are required by Senior Resources to insure documentation, monitoring and evaluation of financial activities and the provision of purchased services. In addition, the Provider shall prepare and submit monthly performance records in order to ensure service pacing; and, upon request of Senior Resources such programmatic, fiscal and administrative data as Senior Resources reasonably deems necessary for the monitoring and evaluation of such activities and services and to substantiate Senior Resources claim for reimbursement from the Connecticut Department of Social Services.
2. Within forty-five (45) days after the termination of this Agreement, the Provider shall submit to Senior Resources an Income and Expense Statement which reflects the Program Period.

3. All financial, program and other books, records, documents and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the United States Department of Health and Human Services, the Connecticut Department of Social Services, Senior Resources, or their authorized representatives, who shall at all reasonable times have access to the premises wherein such books, records, documents and property are located. The Provider shall retain all such books, records and documents for three (3) years after submission of final financial report.
4. The Provider shall keep all funds received from Senior Resources pursuant to this Agreement in an identified bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement.
5. The Provider shall provide to Senior Resources such additional data as Senior Resources reasonably may require to permit it to monitor performance of this Agreement at a level sufficient to ensure appropriate fiscal, administration, accountability and program quality.

E. Confidentiality

1. All records and other information maintained by the Provider about persons receiving services under this Agreement are confidential and shall be protected by the Provider from unauthorized disclosure.
2. Nothing in Section F-1 shall affect the requirement or provisions of Sections G and H.

F. Information System

The Provider shall participate in the Management Information System as required and shall furnish to Senior Resources any additional information as may be necessary to allow Senior Resources to monitor the Provider's performance under this Agreement.

G. Maintenance of Records

1. The Provider shall prepare and maintain and shall retain for a period of three (3) years, or such longer period as any applicable licensing standards may require, following completion of performance under this Agreement, the following:
 - a. Such data as are necessary to satisfy applicable reporting requirements of Senior Resources and, if payment hereunder is on a cost reimbursement basis, financial books and records which reflect costs incurred in and allocated to performing the services covered by this Agreement. These books and records will be maintained in accordance with generally accepted accounting principles.
 - b. Personnel Policies
 - c. Personnel Records

H. Non-Discrimination in Service Delivery

1. The Provider shall not deny any services to or otherwise discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for the program as determined by the Senior Resources on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental handicap.

The Provider shall comply with all applicable provisions of:

- (a) Title VI of the Civil Rights Act of 1965 (42 USC 2000d et seq.) prohibits discrimination on the bases of race, color or national origin, and
- (b) Section 504 of the Rehabilitation Act of 1973, (29 USC 794) and the regulations promulgated hereunder, (45 CFR Part 84) prohibits discrimination against qualified handicapped individuals on the basis of handicap in any program or activity receiving or benefiting from federal financial assistance and require programs and activities, when viewed in their entirety, to be readily accessible to handicapped persons.

I. Conditions on Performance of Services

The services to be performed by the Provider shall be performed in accordance with this Agreement and with the Appendix to this Agreement. The Provider further agrees to comply with the Area Plan of Senior Resources and the goals and objectives set forth therein, with the Provider's Proposal with Title III of the Older Americans Act of 1965, as amended and all regulations promulgated hereunder including, but not limited to, those applicable regulations set out in 45 CFR Part 74 and with all applicable federal and state laws, regulations, orders and guidelines governing the performance of the services hereunder, including, but not limited to, the Policy Manual of Senior Resources. The Provider further agrees it has read the foregoing specified regulations.

J. Termination

1. Either party may terminate this Agreement without cause upon provision of written notice to the other at least ten (10) days prior to the effective date of the contract.
2. If Senior Resources determines that any non-compliance with the terms of this Agreement on the part of the Provider endangers the life, health and safety of any recipients of Services, it may terminate this Agreement by verbal notification to be followed by written notification, (return receipt requested) setting forth the specified reasons for termination. The written notification will be submitted within three (3) business days following the verbal notification.
3. Senior Resources may terminate this Agreement, for reasons other than those constituting a non-compliance that endangers the life, health and safety of the recipients of service, if the Provider has failed to comply with the provision of this Agreement, in whole or in part. However, before terminating this Agreement pursuant to this subsection, Senior Resources shall notify the Provider, in writing,

of the specific areas of non-compliance. The Provider shall restore compliance within thirty (30) calendar days of the date of the notice. If the Provider has not restored compliance within the thirty (30) calendar day period, Senior Resources may terminate this Agreement by furnishing the Provider with written notice at least thirty (30) calendar days prior to the effective date of termination.

4. The Provider may terminate this Agreement prior to its Agency's failure to comply with a material provision of this Agreement. The Provider shall furnish Senior Resources Agency on Aging with written notice of termination at least thirty (30) calendar days prior to the effective date of termination.

K. Obligations Upon Termination

1. Upon termination, all finished and unfinished documents, data, studies and reports, prepared by the Provider pursuant to this Agreement, shall become the property of Senior Resources Agency on Aging.
2. Upon termination, the Provider shall be entitled to payments for Services rendered in the satisfactory performance of this Agreement, provided that the Provider shall submit properly completed invoices to Senior Resources Agency on Aging no later than sixty (60) calendar days after the date of termination.

L. Reclamation

Senior Resources Agency on Aging may reclaim, upon the expiration or termination of this Agreement, the cost of equipment which is in part or fully reimbursed by funds pursuant to this Agreement and which has a useful life of more than one (1) year and a cost in excess of one thousand (\$1,000.00) dollars.

M. Assignment and Subcontract

The Provider shall not assign or subcontract any interest in this Agreement without prior written consent of Senior Resources Agency on Aging, provided that, claims for money due or to become due to the Provider from Senior Resources Agency on Aging under this Agreement may be assigned to a bank, trust company or other financial institution without such consent and that notice of any such assignment is furnished promptly to Senior Resources Agency on Aging. None of the Services to be provided by the Provider pursuant to this Agreement shall be subcontracted to any other organization, association, individual, partnership or group of individuals without the prior written consent of Senior Resources Agency on Aging.

N. Amendment

This Agreement may be amended, waived or discharged by the mutual consent of both parties at any time during its term. Amendments to this Agreement shall be in writing, signed by persons authorized to bind in contract Senior Resources Agency on Aging and the Provider. All amendments must be attached to this Agreement.

O. Miscellaneous

1. The Provider shall not knowingly employ, compensate or arrange to compensate

any employee of Senior Resources Agency on Aging during the term of this Agreement without the prior consent of Senior Resources Agency on Aging.

2. Senior Resources Agency on Aging assumes no liability for the actions of the Provider under this Agreement. Senior Resources Agency on Aging and Provider intend to create by this agreement the relationship of independent contractor and not an employer and employee or principal and agent relationship. Neither the Provider and its employees, nor Senior Resources Agency on Aging and its employees, are to be considered employees of or agents of the other party to this agreement.
3. This Agreement is subject to the availability of state and federal and Title III-B funds.
4. The Provider agrees to administer this Agreement in accordance with regulations, policies and procedures prescribed by federal, state and/or Senior Resources Agency on Aging guidelines.
5. Unless otherwise specified herein, any notice, approval, request or demand hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a United States mail box in a postage prepaid envelope addressed to the other.
6. Waiver by either party of any non-compliance shall not constitute a waiver of any subsequent non-compliance.
7. This Agreement constitutes the entire agreement and understanding between parties and supersedes all prior agreements and understandings relating hereto.
8. Excusable causes of Non-Performance. In the event that the Provider is rendered unable wholly or in part by a Force Majeure as defined herein to carry out its obligation under this agreement, it is agreed that on notice to Senior Resources Agency on Aging setting forth the particulars of such Force Majeure, in writing the obligation of the provider to the extent affected by such Force Majeure shall be suspended during the continuance of any inability so caused, but for no longer period and such cause shall as far as possible be remedied with all reasonable dispatch. The term Force Majeure as employed herein shall mean acts of God, riots, embargoes, wars, blockades, insurrections, strikes and work stoppages, fires, snow, ice, floods, governmental orders or regulations, accidents and other contingencies beyond the reasonable control of the Provider and which by the exercise of due diligence the Provider is unable to prevent or overcome.

PART II MANDATORY TERMS AND CONDITIONS

A. IDENTIFICATION OF FUNDING SOURCE

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

B. OLDER AMERICANS ACT

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

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

1. Provide the Agency on Aging, in a timely manner, statistical and other information which the Agency requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State and/or Federal funding sources;
2. Afford older persons the opportunity to contribute for all or part of the costs of the project's services. The Contractor is accountable to Senior Resources for income generated by AAA supported activities. Records of the receipt and disposition of program income must be maintained by the Contractor in the same manner as required for the AAA funds that gave rise to the income. Such income is subject to disposition and use at the option of Senior Resources;
3. Protect the privacy of each older person with respect to his or her contributions;
4. Establish appropriate procedures to safeguard and account for all contributions;
5. Not deny any older person a service because the older person will not or cannot contribute to the cost of the service;
6. With the consent of the older person or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person or the household of the older person in imminent danger;
7. Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies;
8. Assist participants in taking advantage of benefits under other programs;
9. Assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services; and
10. Assure that the proposed project intends to satisfy the service needs of older persons with severe disabilities; those living in rural areas and those with limited English proficiency.

C. COST STANDARDS

The Contractor shall comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management, as may be amended from time to time. The Cost Standards are published by OPM on the web at http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm.

D. AUDIT REQUIREMENTS

The Contractor shall provide for an annual financial audit for funds awarded to the Contractor. The Contractor will comply with federal and state single audit standards as applicable. Each recipient must have an audit done at the end of the first year. Thereafter, audits usually are made annually, but must be done at least once every two years. If bi-annual audits are to be conducted, the audit must cover at least to the last audit. Audits must be performed on an organization wide basis, with appropriate testing of grant related transactions. Audits must be conducted according to the federal requirements noted in OMB Circular A-128 for governmental recipients and OMB Circular A-133 for non-governmental recipients.

E. CARRYOVER FUNDS

Any unused funds from the project must be returned to Senior Resources for use by Senior Resources in other projects. Unused funds are not to be carried over from one project year to the next.

F. VERIFICATION OF NON-FEDERAL MATCH

Verification of the non-federal match by means of in-kind vouchers or other documentation will be reviewed during assessments or periodic reviews. Verification of the total amount for the project year must be available for audit purposes within thirty (30) days after the close of the project year.

G. REPORTING REQUIREMENTS AND MONITORING

Monthly financial reports required by Senior Resources must be received by the 15th of the following month. Participation in the statewide Management Information System (MIS) is required. MIS monthly forms are due by the 15th of the following month. When performance based contracting is used, Senior Resources will reimburse based on current MIS statistics.

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

The Provider shall establish and maintain such documents and financial and program records as are required by Senior Resources to insure documentation, monitoring and evaluation of financial activities and the provision of purchased services. In addition, the Provider shall prepare and submit monthly performance records in order to ensure service pacing; and, upon request of Senior Resources such programmatic, fiscal and administrative data as Senior Resources reasonably deems necessary for the monitoring and evaluation of

such activities and services and to substantiate Senior Resources claim for reimbursement from the Connecticut Department of Social Services.

Within forty-five (45) days after the termination of this Agreement, the Provider shall submit to Senior Resources an Income and Expense Statement which reflects the Program Period.

All financial, program and other books, records, documents and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the United States Department of Health and Human Services, the Connecticut Department of Social Services, Senior Resources, or their authorized representatives, who shall at all reasonable times have access to the premises wherein such books, records, documents and property are located. The Provider shall retain all such books, records and documents for three (3) years after submission of final financial report.

The Provider shall keep all funds received from Senior Resources pursuant to this Agreement in an identified bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement.

The Provider shall provide to Senior Resources such additional data as Senior Resources reasonably may require to permit it to monitor performance of this Agreement at a level sufficient to ensure appropriate fiscal, administration, accountability and program quality.

H. PROHIBITED INTEREST

The Contractor warrants that no state or federal funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence any officer or employee of Senior Resources or any state or federal agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

I. OFFERS OF GRATUITIES

By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of Senior Resources or the State of Connecticut has or will benefit financially or materially from this contract. Senior Resources may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.

J. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federal or state appropriated funds were paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the

awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal or state appropriated funds were paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the Contractor will complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The Contractor will include the language of this certification in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and requires that all sub recipients certify and disclose accordingly.

K. SUSPENSION OR DEBARMENT

Signature of this contract certifies the Contractor or person (including subcontractors) involved in the administration of Federal or State funds:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or Local);
2. Within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the above offenses;
4. Has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to Senior Resources – Agency on Aging.

L. FACILITY STANDARDS AND LICENSING COMPLIANCE

The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise prohibited by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

M. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

1. The Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work

involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

2. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
3. The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
4. The Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f;
5. The Contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and Conn. Gen. Stat. § 46a-56. If the Contract is a public works Contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

N. STATUTORY AND REGULATORY COMPLIANCE

1. REHABILITATION ACT OF 1973

The Contractor will comply with section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794) all requirements imposed by the applicable Health and Human Services regulation (45 C.F.R. Part 84) and all guidelines and interpretations issued.

2. HIPAA REQUIREMENTS

The Contractor will safeguard the use, publication and disclosure of information on all individuals who receive services under the contract in accordance with all applicable federal and state laws regarding confidentiality, which includes but is not limited to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) more

specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C and E.

3. AMERICANS WITH DISABILITIES ACT OF 1990.
The Contractor will comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. As applicable, the Contractor agrees to abide by provisions of § 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
- O. CERTIFICATION OF A DRUG FREE WORKPLACE
The Contractor will comply with the Drug-Free Workplace Act of 1988 in matters relating to providing a drug-free work place. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of such prohibition;
 2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - The dangers of drug abuse in the work place.
 - The person's or organization's policy of maintaining a drug-free workplace,
 - Any availability of counseling, rehabilitation and employee assistance programs, and
 - Penalties that may be imposed upon employees for drug abuse violations.
 - Provide that every employee who works on the proposed contract or grant:
 - Will receive a copy of the company's drug-free policy statement, and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- P. NON-DISCRIMINATION REGARDING SEXUAL ORIENTATION
The Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United State or of the State of Connecticut. The Contractor also agrees to the following:
- Employees are treated, when employed, without regard to their sexual orientation;
 - A notice stating the above will be posted in conspicuous places available to employees and applicants.
 - To comply with the Connecticut General Statutes 46a-56.
- Q. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. §§ 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.

R. WHISTLEBLOWING

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

S. CAMPAIGN CONTRIBUTION RESTRICTIONS

The Contractor will comply with Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

T. NON-SMOKING.

If the Contractor is an employer subject to the provisions of § 31-40q of the Connecticut General Statutes, the Contractor agrees to provide upon request a copy of its written rules concerning smoking.

U. EXECUTIVE ORDERS

(a) Executive Order No. 3: Nondiscrimination. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law

concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 16: Violence in the Workplace Prevention Policy. This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:

(1) Contractor shall prohibit employees from bringing into the work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow;

2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;

(3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the site;

(4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules;

(5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

(c) Executive Order No. 17: Connecticut State Employment Service Listings. This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the

State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

- (d) Executive Order No. 7C: Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:
- (1) The State Contracting Standards Board ("Board") may review this Contract and recommend to the state contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.
 - (2) For purposes of this Section, "Contract" shall not include real property transactions involving less than a fee, simple interest, or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.
 - (3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.
- (e) Executive Order No. 14: Procurement of cleaning products and services. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this

Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

ACCEPTANCE OF AWARD

An applicant offered a grant or contract may accept or reject the offer within 45 days of the date of issuance by returning this signed document or by rejecting the award in writing. If no correspondence indicating an acceptance or rejection is received within the 45 day period, Senior Resources – Agency on Aging will consider the offer rescinded on the 46th day and will so notify the applicant in writing.

Non-compliance of any one or more of the above conditions may serve as justification for suspension or termination of financial support of the project by senior resources.

Senior Resources reserves the right to revise the funding amount downward at the end of the first six months if it is determined that the program is under spending and is projected to end the year with a balance.

This Agreement is to be construed in accordance with the laws of the State of Connecticut and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

This certifies that the accepting agency understands that it must administer this Agreement in compliance with all rules and regulations of the U. S. Department of Health and Human Services, the Connecticut Department of Social Services as well as Senior Resources Agency on Aging, Inc.

This further certifies that the accepting agency understands that no alterations of the terms specified in this document or within the Title III application as approved may be made without the prior approval of Senior Resources Agency on Aging, Inc.

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

Senior Resources Agency on Aging

Name of Provider



Signature of Authorizing Officer

Signature of Authorizing Officer

Executive Director

Title

Title

7/29/10

Date of Signature

Date of Signature

Contract No.: F-11-3

**Eastern Connecticut Area Agency on Aging, Inc.
(dba Senior Resources Agency on Aging)
Services for Aging Consumers**

This contract made this 1st day of October, 2010 by and between Senior Resources Agency on Aging, Inc. (hereafter called "Senior Resources") and the Colchester Senior Center, a corporation organized under the laws of the State of Connecticut, with a place of business at 95 Norwich Avenue Colchester, CT 06415 (hereinafter called "The Provider").

PART I PROGRAM SPECIFICS

WHEREAS, Senior Resources has been designated under the State Plan of the Connecticut Department of Social Services as the agency in Region III of Eastern Connecticut for the administration of federal, state and local matching funds to be used in the purchase of services to be provided by private and public agencies to eligible individuals under Title III, Part B of the Older American Act of 1965, as amended, and

WHEREAS, the Provider is an agency qualified to perform such services for individuals determined by Senior Resources and the Provider to be eligible for such services;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements herein contained the parties hereto do hereby agree as follows:

A. Effective Date; Program Period

1. Effective Date: This agreement and the obligations of the parties hereunder shall become effective on the 1st day of October 2010, or on the date of approval of this Agreement by the Board of Directors of Senior Resources whichever is later (Hereinafter called the "Commencement Date").
2. Program Period: The services (as herein defined) to be provided to eligible individuals in accordance with this Agreement shall be provided during a period beginning on the Commencement Date and ending on the 30th day of September 2011, (the said period being hereinafter called "Program Period"). This Agreement may be terminated in accordance with the terms of this Agreement.

B. Services to be Performed by the Provider; Determination of Eligibility

1. The Provider agrees that during the Program Period the Provider will provide the following services to individuals determined to be eligible for such services:

Therapeutic Activity

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

by reference herein.

2. The determination of each individual's eligibility for services is the responsibility of the Provider in conformance with the criteria defined in the proposal and policy manual of the Senior Resources on Aging.

C. Purchase of Services; Payments to Provider; Limitations on Purchase and Payments

1. Subject to Provider's compliance with the terms and conditions of this Agreement, and for services provided to eligible individuals, Senior Resources shall purchase Units of Service up to, but not in excess of, the maximum number specified below for each Service at the rate per Unit for such Service determined by Senior Resources and the Provider. Senior Resources agrees to purchase up to the following Units of the following Services at the following rates:

Service	Maximum Number of Units	Rate Per Unit
Therapeutic Activity	3,174	\$3.15

2. Upon the submission by the Provider of signed invoices in accordance with Exhibit C to this Agreement, Senior Resources shall pay over to the Provider an amount determined to be due the Provider in accordance with established invoicing procedures. Senior Resources may make advance payment to the Provider in accordance with the terms and conditions set forth in the Financial Management portion of the Policy Manual of Senior Resources.
3. Notwithstanding the obligations of Senior Resources to purchase services from the Provider, it is understood and agreed that a maximum total payment of Nine Thousand Nine Hundred Ninety-Eight Dollars and Ten Cents (\$9,998.10) (hereinafter called the "Maximum Payment") will be made for all services to be provided hereunder.

D. Record Keeping and Access

1. The Provider shall establish and maintain such documents and financial and program records as are required by Senior Resources to insure documentation, monitoring and evaluation of financial activities and the provision of purchased services. In addition, the Provider shall prepare and submit monthly performance records in order to ensure service pacing; and, upon request of Senior Resources such programmatic, fiscal and administrative data as Senior Resources reasonably deems necessary for the monitoring and evaluation of such activities and services and to substantiate Senior Resources claim for reimbursement from the Connecticut Department of Social Services.
2. Within forty-five (45) days after the termination of this Agreement, the Provider shall submit to Senior Resources an Income and Expense Statement which reflects the Program Period.

3. All financial, program and other books, records, documents and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the United States Department of Health and Human Services, the Connecticut Department of Social Services, Senior Resources, or their authorized representatives, who shall at all reasonable times have access to the premises wherein such books, records, documents and property are located. The Provider shall retain all such books, records and documents for three (3) years after submission of final financial report.
4. The Provider shall keep all funds received from Senior Resources pursuant to this Agreement in an identified bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement.
5. The Provider shall provide to Senior Resources such additional data as Senior Resources reasonably may require to permit it to monitor performance of this Agreement at a level sufficient to ensure appropriate fiscal, administration, accountability and program quality.

E. Confidentiality

1. All records and other information maintained by the Provider about persons receiving services under this Agreement are confidential and shall be protected by the Provider from unauthorized disclosure.
2. Nothing in Section F-1 shall affect the requirement or provisions of Sections G and H.

F. Information System

The Provider shall participate in the Management Information System as required and shall furnish to Senior Resources any additional information as may be necessary to allow Senior Resources to monitor the Provider's performance under this Agreement.

G. Maintenance of Records

1. The Provider shall prepare and maintain and shall retain for a period of three (3) years, or such longer period as any applicable licensing standards may require, following completion of performance under this Agreement, the following:
 - a. Such data as are necessary to satisfy applicable reporting requirements of Senior Resources and, if payment hereunder is on a cost reimbursement basis, financial books and records which reflect costs incurred in and allocated to performing the services covered by this Agreement. These books and records will be maintained in accordance with generally accepted accounting principles.
 - b. Personnel Policies
 - c. Personnel Records

H. Non-Discrimination in Service Delivery

1. The Provider shall not deny any services to or otherwise discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for the program as determined by the Senior Resources on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental handicap.

The Provider shall comply with all applicable provisions of:

- (a) Title VI of the Civil Rights Act of 1965 (42 USC 2000d et seq.) prohibits discrimination on the bases of race, color or national origin, and
- (b) Section 504 of the Rehabilitation Act of 1973, (29 USC 794) and the regulations promulgated hereunder, (45 CFR Part 84) prohibits discrimination against qualified handicapped individuals on the basis of handicap in any program or activity receiving or benefiting from federal financial assistance and require programs and activities, when viewed in their entirety, to be readily accessible to handicapped persons.

I. Conditions on Performance of Services

The services to be performed by the Provider shall be performed in accordance with this Agreement and with the Appendix to this Agreement. The Provider further agrees to comply with the Area Plan of Senior Resources and the goals and objectives set forth therein, with the Provider's Proposal with Title III of the Older Americans Act of 1965, as amended and all regulations promulgated hereunder including, but not limited to, those applicable regulations set out in 45 CFR Part 74 and with all applicable federal and state laws, regulations, orders and guidelines governing the performance of the services hereunder, including, but not limited to, the Policy Manual of Senior Resources. The Provider further agrees it has read the foregoing specified regulations.

J. Termination

1. Either party may terminate this Agreement without cause upon provision of written notice to the other at least ten (10) days prior to the effective date of the contract.
2. If Senior Resources determines that any non-compliance with the terms of this Agreement on the part of the Provider endangers the life, health and safety of any recipients of Services, it may terminate this Agreement by verbal notification to be followed by written notification, (return receipt requested) setting forth the specified reasons for termination. The written notification will be submitted within three (3) business days following the verbal notification.
3. Senior Resources may terminate this Agreement, for reasons other than those constituting a non-compliance that endangers the life, health and safety of the recipients of service, if the Provider has failed to comply with the provision of this Agreement, in whole or in part. However, before terminating this Agreement pursuant to this subsection, Senior Resources shall notify the Provider, in writing,

of the specific areas of non-compliance. The Provider shall restore compliance within thirty (30) calendar days of the date of the notice. If the Provider has not restored compliance within the thirty (30) calendar day period, Senior Resources may terminate this Agreement by furnishing the Provider with written notice at least thirty (30) calendar days prior to the effective date of termination.

4. The Provider may terminate this Agreement prior to its Agency's failure to comply with a material provision of this Agreement. The Provider shall furnish Senior Resources Agency on Aging with written notice of termination at least thirty (30) calendar days prior to the effective date of termination.

K. Obligations Upon Termination

1. Upon termination, all finished and unfinished documents, data, studies and reports, prepared by the Provider pursuant to this Agreement, shall become the property of Senior Resources Agency on Aging.
2. Upon termination, the Provider shall be entitled to payments for Services rendered in the satisfactory performance of this Agreement, provided that the Provider shall submit properly completed invoices to Senior Resources Agency on Aging no later than sixty (60) calendar days after the date of termination.

L. Reclamation

Senior Resources Agency on Aging may reclaim, upon the expiration or termination of this Agreement, the cost of equipment which is in part or fully reimbursed by funds pursuant to this Agreement and which has a useful life of more than one (1) year and a cost in excess of one thousand (\$1,000.00) dollars.

M. Assignment and Subcontract

The Provider shall not assign or subcontract any interest in this Agreement without prior written consent of Senior Resources Agency on Aging, provided that, claims for money due or to become due to the Provider from Senior Resources Agency on Aging under this Agreement may be assigned to a bank, trust company or other financial institution without such consent and that notice of any such assignment is furnished promptly to Senior Resources Agency on Aging. None of the Services to be provided by the Provider pursuant to this Agreement shall be subcontracted to any other organization, association, individual, partnership or group of individuals without the prior written consent of Senior Resources Agency on Aging.

N. Amendment

This Agreement may be amended, waived or discharged by the mutual consent of both parties at any time during its term. Amendments to this Agreement shall be in writing, signed by persons authorized to bind in contract Senior Resources Agency on Aging and the Provider. All amendments must be attached to this Agreement.

O. Miscellaneous

1. The Provider shall not knowingly employ, compensate or arrange to compensate

any employee of Senior Resources Agency on Aging during the term of this Agreement without the prior consent of Senior Resources Agency on Aging.

2. Senior Resources Agency on Aging assumes no liability for the actions of the Provider under this Agreement. Senior Resources Agency on Aging and Provider intend to create by this agreement the relationship of independent contractor and not an employer and employee or principal and agent relationship. Neither the Provider and its employees, nor Senior Resources Agency on Aging and its employees, are to be considered employees of or agents of the other party to this agreement.
3. This Agreement is subject to the availability of state and federal and Title III-B funds.
4. The Provider agrees to administer this Agreement in accordance with regulations, policies and procedures prescribed by federal, state and/or Senior Resources Agency on Aging guidelines.
5. Unless otherwise specified herein, any notice, approval, request or demand hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a United States mail box in a postage prepaid envelope addressed to the other.
6. Waiver by either party of any non-compliance shall not constitute a waiver of any subsequent non-compliance.
7. This Agreement constitutes the entire agreement and understanding between parties and supersedes all prior agreements and understandings relating hereto.
8. Excusable causes of Non-Performance. In the event that the Provider is rendered unable wholly or in part by a Force Majeure as defined herein to carry out its obligation under this agreement, it is agreed that on notice to Senior Resources Agency on Aging setting forth the particulars of such Force Majeure, in writing the obligation of the provider to the extent affected by such Force Majeure shall be suspended during the continuance of any inability so caused, but for no longer period and such cause shall as far as possible be remedied with all reasonable dispatch. The term Force Majeure as employed herein shall mean acts of God, riots, embargoes, wars, blockades, insurrections, strikes and work stoppages, fires, snow, ice, floods, governmental orders or regulations, accidents and other contingencies beyond the reasonable control of the Provider and which by the exercise of due diligence the Provider is unable to prevent or overcome.

PART II MANDATORY TERMS AND CONDITIONS

A. IDENTIFICATION OF FUNDING SOURCE

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

B. OLDER AMERICANS ACT

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

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

1. Provide the Agency on Aging, in a timely manner, statistical and other information which the Agency requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State and/or Federal funding sources;
2. Afford older persons the opportunity to contribute for all or part of the costs of the project's services. The Contractor is accountable to Senior Resources for income generated by AAA supported activities. Records of the receipt and disposition of program income must be maintained by the Contractor in the same manner as required for the AAA funds that gave rise to the income. Such income is subject to disposition and use at the option of Senior Resources;
3. Protect the privacy of each older person with respect to his or her contributions;
4. Establish appropriate procedures to safeguard and account for all contributions;
5. Not deny any older person a service because the older person will not or cannot contribute to the cost of the service;
6. With the consent of the older person or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person or the household of the older person in imminent danger;
7. Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies;
8. Assist participants in taking advantage of benefits under other programs;
9. Assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services; and
10. Assure that the proposed project intends to satisfy the service needs of older persons with severe disabilities; those living in rural areas and those with limited English proficiency.

C. COST STANDARDS

The Contractor shall comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management, as may be amended from time to time. The Cost Standards are published by OPM on the web at http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm.

D. AUDIT REQUIREMENTS

The Contractor shall provide for an annual financial audit for funds awarded to the Contractor. The Contractor will comply with federal and state single audit standards as applicable. Each recipient must have an audit done at the end of the first year. Thereafter, audits usually are made annually, but must be done at least once every two years. If bi-annual audits are to be conducted, the audit must cover at least to the last audit. Audits must be performed on an organization wide basis, with appropriate testing of grant related transactions. Audits must be conducted according to the federal requirements noted in OMB Circular A-128 for governmental recipients and OMB Circular A-133 for non-governmental recipients.

E. CARRYOVER FUNDS

Any unused funds from the project must be returned to Senior Resources for use by Senior Resources in other projects. Unused funds are not to be carried over from one project year to the next.

F. VERIFICATION OF NON-FEDERAL MATCH

Verification of the non-federal match by means of in-kind vouchers or other documentation will be reviewed during assessments or periodic reviews. Verification of the total amount for the project year must be available for audit purposes within thirty (30) days after the close of the project year.

G. REPORTING REQUIREMENTS AND MONITORING

Monthly financial reports required by Senior Resources must be received by the 15th of the following month. Participation in the statewide Management Information System (MIS) is required. MIS monthly forms are due by the 15th of the following month. When performance based contracting is used, Senior Resources will reimburse based on current MIS statistics.

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

The Provider shall establish and maintain such documents and financial and program records as are required by Senior Resources to insure documentation, monitoring and evaluation of financial activities and the provision of purchased services. In addition, the Provider shall prepare and submit monthly performance records in order to ensure service pacing; and, upon request of Senior Resources such programmatic, fiscal and administrative data as Senior Resources reasonably deems necessary for the monitoring and evaluation of

such activities and services and to substantiate Senior Resources claim for reimbursement from the Connecticut Department of Social Services.

Within forty-five (45) days after the termination of this Agreement, the Provider shall submit to Senior Resources an Income and Expense Statement which reflects the Program Period.

All financial, program and other books, records, documents and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the United States Department of Health and Human Services, the Connecticut Department of Social Services, Senior Resources, or their authorized representatives, who shall at all reasonable times have access to the premises wherein such books, records, documents and property are located. The Provider shall retain all such books, records and documents for three (3) years after submission of final financial report.

The Provider shall keep all funds received from Senior Resources pursuant to this Agreement in an identified bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement.

The Provider shall provide to Senior Resources such additional data as Senior Resources reasonably may require to permit it to monitor performance of this Agreement at a level sufficient to ensure appropriate fiscal, administration, accountability and program quality.

H. PROHIBITED INTEREST

The Contractor warrants that no state or federal funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence any officer or employee of Senior Resources or any state or federal agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

I. OFFERS OF GRATUITIES

By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of Senior Resources or the State of Connecticut has or will benefit financially or materially from this contract. Senior Resources may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.

J. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federal or state appropriated funds were paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the

awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal or state appropriated funds were paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the Contractor will complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The Contractor will include the language of this certification in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and requires that all sub recipients certify and disclose accordingly.

K. SUSPENSION OR DEBARMENT

Signature of this contract certifies the Contractor or person (including subcontractors) involved in the administration of Federal or State funds:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or Local);
2. Within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the above offenses;
4. Has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to Senior Resources – Agency on Aging.

L. FACILITY STANDARDS AND LICENSING COMPLIANCE

The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise prohibited by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

M. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

1. The Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work

involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

2. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
3. The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
4. The Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f;
5. The Contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and Conn. Gen. Stat. § 46a-56. If the Contract is a public works Contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

N. STATUTORY AND REGULATORY COMPLIANCE

1. REHABILITATION ACT OF 1973

The Contractor will comply with section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794) all requirements imposed by the applicable Health and Human Services regulation (45 C.F.R. Part 84) and all guidelines and interpretations issued.

2. HIPAA REQUIREMENTS

The Contractor will safeguard the use, publication and disclosure of information on all individuals who receive services under the contract in accordance with all applicable federal and state laws regarding confidentiality, which includes but is not limited to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) more

specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C and E.

3. AMERICANS WITH DISABILITIES ACT OF 1990.

The Contractor will comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. As applicable, the Contractor agrees to abide by provisions of § 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

O. CERTIFICATION OF A DRUG FREE WORKPLACE

The Contractor will comply with the Drug-Free Workplace Act of 1988 in matters relating to providing a drug-free work place. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of such prohibition;
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - The dangers of drug abuse in the work place.
 - The person's or organization's policy of maintaining a drug-free workplace,
 - Any availability of counseling, rehabilitation and employee assistance programs, and
 - Penalties that may be imposed upon employees for drug abuse violations.
 - Provide that every employee who works on the proposed contract or grant:
 - Will receive a copy of the company's drug-free policy statement, and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

P. NON-DISCRIMINATION REGARDING SEXUAL ORIENTATION

The Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United State or of the State of Connecticut. The Contractor also agrees to the following:

- Employees are treated, when employed, without regard to their sexual orientation;
- A notice stating the above will be posted in conspicuous places available to employees and applicants.
- To comply with the Connecticut General Statutes 46a-56.

Q. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. §§ 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.

R. WHISTLEBLOWING

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

S. CAMPAIGN CONTRIBUTION RESTRICTIONS

The Contractor will comply with Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

T. NON-SMOKING.

If the Contractor is an employer subject to the provisions of § 31-40q of the Connecticut General Statutes, the Contractor agrees to provide upon request a copy of its written rules concerning smoking.

U. EXECUTIVE ORDERS

(a) Executive Order No. 3: Nondiscrimination. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law

concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 16: Violence in the Workplace Prevention Policy. This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:

(1) Contractor shall prohibit employees from bringing into the work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow;

2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;

(3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the site;

(4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules;

(5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

(c) Executive Order No. 17: Connecticut State Employment Service Listings. This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the

State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

- (d) Executive Order No. 7C: Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:
- (1) The State Contracting Standards Board ("Board") may review this Contract and recommend to the state contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.
 - (2) For purposes of this Section, "Contract" shall not include real property transactions involving less than a fee, simple interest, or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.
 - (3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.
- (e) Executive Order No. 14: Procurement of cleaning products and services. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this

Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

ACCEPTANCE OF AWARD

An applicant offered a grant or contract may accept or reject the offer within 45 days of the date of issuance by returning this signed document or by rejecting the award in writing. If no correspondence indicating an acceptance or rejection is received within the 45 day period, Senior Resources – Agency on Aging will consider the offer rescinded on the 46th day and will so notify the applicant in writing.

Non-compliance of any one or more of the above conditions may serve as justification for suspension or termination of financial support of the project by senior resources.

Senior Resources reserves the right to revise the funding amount downward at the end of the first six months if it is determined that the program is under spending and is projected to end the year with a balance.

This Agreement is to be construed in accordance with the laws of the State of Connecticut and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

This certifies that the accepting agency understands that it must administer this Agreement in compliance with all rules and regulations of the U. S. Department of Health and Human Services, the Connecticut Department of Social Services as well as Senior Resources Agency on Aging, Inc.

This further certifies that the accepting agency understands that no alterations of the terms specified in this document or within the Title III application as approved may be made without the prior approval of Senior Resources Agency on Aging, Inc.

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

Senior Resources Agency on Aging

Name of Provider


Signature of Authorizing Officer

Signature of Authorizing Officer

Executive Director
Title

Title

7/29/10
Date of Signature

Date of Signature

WORKFORCE ANALYSIS

Contractor COLCHESTER SENIOR CENTER
Address 95 Norwich Avenue Colchester, CT 06415

Number of Connecticut employees: Full-time _____ Part-time _____

Employment figures obtained from: Visual Check Employment Records Other _____

JOB CATEGORIES	TOTALS	WHITE (Not of Hispanic Origin)		BLACK (Not of Hispanic Origin)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMER INDIAN OR ALASKAN NATIVE		PERSON WITH DISABILITIES	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
		Officials & Managers											
Professionals													
Technicians													
Service Workers													
Office & Clerical													
Craft Workers (Skilled)													
Operators (Semi-Skilled)													
Laborers (Unskilled)													
TOTALS													
Totals One Year Ago													

FORMAL ON-THE-JOB-TRAINEES

Apprentices													
Trainees													

1. **Have you successfully implemented an Affirmative Action Plan?**
 Yes No If yes, date of implementation _____; If no, explain _____
 a) **Do you promise to develop and implement a successful Affirmative Action Plan?**
 Yes No N/A Explain: _____

2. **Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive:**
 Yes No N/A Explain: _____

3. **According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area?**
 Yes No Explain: _____

4. **If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?**
 Yes No Explain: _____

 Authorized Signature

 Date

CORPORATE RESOLUTION

I, _____, of <Agency>,
(Name of Secretary)

a Connecticut corporation (the "Contractor"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the _____
(Name of Governing Body)
of the Contractor duly held and convened on _____, at which
(Date of Meeting)
meeting a duly constituted quorum of the _____
(Name of Governing Body)
was present and acting throughout and that such resolution has not been modified, rescinded, or revoked, and is at present in full force and effect:

RESOLVED that _____, is empowered to enter into and
(Signatory Name)
amend contractual instruments in the name and on behalf of this Contractor with Eastern Connecticut Agency on Aging.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Contractor this _____ day of _____.
(Date) (Month and Year)

(Signature of Secretary or Clerk)

NON DISCRIMINATION CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I _____
Print name of authorized signatory Title Name of Agency

an entity lawfully organized and existing under the laws of the State of Connecticut, do hereby certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____ 20 _____ by the governing body of _____
Date Month Yr Name of Agency

in accordance with all of its documents of governance and management and the laws of the State of Connecticut, and further certify that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

RESOLVED that _____ hereby adopts as its policy to support the
Name of Agency
nondiscrimination agreements and warranties required under Connecticut General Statutes 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this _____ day of _____ 20 _____
Date Month Yr

Authorized Signatory of Contracts



“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: Parks & Recreation Commission
From: Jason Cohen, Director
Date: June 1, 2010
Re: Automatic External Defibrillator (AED) at Recreation Complex

Proposal

Install a publicly-available AED at the Recplex, using accepted guidelines from the American Heart Association (AHA) and CT State law.

Rationale

Need

Both adults and children participating in strenuous activities, such as sports, can succumb to Sudden Cardiac Arrest (SCA). Defibrillation is the only effective therapy for SCA. For each minute that passes without CPR and defibrillation, the chance of survival decreases by 7-10% (AHA). With the amount of activity that occurs at the park on a regular basis, it is most likely a matter of when, not if, an AED will be of need.

State Law

CT Law (Public Act 09-59) protects both the user of the AED, and the provider/maintainer (the Town in this case), holding both harmless from liability with respect to negligence.

Donation

The Robbie Levine Foundation has proposed to donate an AED for installation at the Recreation Complex as part of their mission to “...to increase awareness of the need for and importance of Automated External Defibrillators (AEDs) in saving lives, particularly in youth athletics...”

Implementation (AHA Guidelines)

The AHA Guidelines have four components:

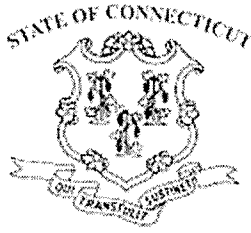
- **Medical Oversight and Quality Improvement**
Dr. J. Carey Laporte of Colchester will sign off on the program and help develop the implementation process and ongoing procedures. Note: already serves as the Medical Director of the Town Hall's AED program.
- **Notification of local EMS**
Work with local responders to ensure they know where the AED is located and are coordinated with respect to emergency response.
- **Selection, Placement and Maintenance of AED**
A "cleared" AED will be provided by the Robbie Levine Foundation. The AED will be placed in a centrally-located, visible spot at the park, such as at the entrance to the spray park restrooms.

It will be secured in a box with a combination lock. All trained responders will receive the combination. General park users in need of the AED will be directed by signage on the box to contact KX, who will give them the combination as well as alert EMS.

Parks & Recreation will be responsible for the ongoing maintenance of the AED.

- **Designation and Quality Training of On-site Responders**
The Town Hall's Medical Emergency Response Plan will serve as a model for the plan at the park. Responders to be trained will include key department staff as well as representatives from the sports leagues that routinely use the park facilities.

Note: Both CIRMA and USI approve of this plan, in accordance with state law and AHA guidelines.



Substitute Senate Bill No. 1089

Public Act No. 09-59

AN ACT CONCERNING AUTOMATIC EXTERNAL DEFIBRILLATORS.

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

Section 1. Subsection (a) of section 52-557b of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2009*):

(a) A person licensed to practice medicine and surgery under the provisions of chapter 370 or dentistry under the provisions of section 20-106 or members of the same professions licensed to practice in any other state of the United States, a person licensed as a registered nurse under section 20-93 or 20-94 or certified as a licensed practical nurse under section 20-96 or 20-97, a medical technician or any person operating a cardiopulmonary resuscitator or [an automatic external defibrillator, or] a person trained in cardiopulmonary resuscitation [or in the use of an automatic external defibrillator] in accordance with the standards set forth by the American Red Cross or American Heart Association, or a person operating an automatic external defibrillator, who, voluntarily and gratuitously and other than in the ordinary course of such person's employment or practice, renders emergency medical or professional assistance to a person in need thereof, shall not be liable to such person assisted for civil damages for any personal injuries which result from acts or omissions by such person in rendering the emergency care, which may constitute ordinary negligence. A person or entity that provides or maintains an automatic external defibrillator shall not be liable for the acts or omissions of the person or entity in providing or maintaining the automatic external defibrillator, which may constitute ordinary negligence. The immunity provided in this subsection does not apply to acts or omissions constituting gross, wilful or wanton negligence. With respect to the use of an automatic external defibrillator, the immunity provided in this subsection shall only apply to acts or omissions involving the use of an automatic external defibrillator in the rendering of emergency care. Nothing in this subsection shall be construed to exempt paid or volunteer firefighters, police officers or emergency medical services personnel from

completing training in cardiopulmonary resuscitation or in the use of an automatic external defibrillator in accordance with the standard set forth by the American Red Cross or American Heart Association. For the purposes of this subsection, "automatic external defibrillator" means a device that: (1) Is used to administer an electric shock through the chest wall to the heart; (2) contains internal decision-making electronics, microcomputers or special software that allows it to interpret physiologic signals, make medical diagnosis and, if necessary, apply therapy; (3) guides the user through the process of using the device by audible or visual prompts; and (4) does not require the user to employ any discretion or judgment in its use.

Approved May 20, 2009

Forever 9-The Robbie Levine Foundation-AED Donation Application

Organization Name____ Colchester Parks & Recreation_____

Organization Mailing Address____ 127 Norwich Ave, Colchester, CT 06415_____

Organization Phone Number____ 860 537 7295_____

Contact Name/Phone Number____ Jason Cohen_____

How did you hear about Forever 9-The Robbie Levine Foundation __ Athletic Business _____

The Robbie Levine Foundation strives to donate one AED to each organization that is committed to implementing AEDs into their program. This includes proper training, medical direction, maintenance, and completion of forms that your state may require.

**Please print and sign your name here to state that the organization that you are requesting an AED for agrees to complete the responsibilities described above.

Print Name_____

Signature_____

Date_____

The medical director for our AED program will be __ Dr. J. Carey Laporte_____. Their address and phone number is __ (860) 537-9901

_____ 119 Broadway Street, Colchester, CT 06415

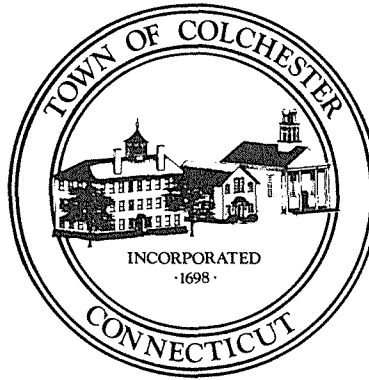
(Please note that you may submit this application without the name of your medical director, but an AED cannot be ordered until we have that information).

How many children are in your organization?____ 3,000_____


What sport/sports are involved?__ baseball, soccer, lacrosse, football, tennis, basketball, skateboarding

Thank you for completing this application. We will be contacting you for more information shortly after receipt of this form. If you have any questions, please feel free to contact us at 516-379-2868 or by email at rblforever9@optonline.net. Please mail completed form to Forever 9-The Robbie Levine Foundation, PO BOX 268 Merrick NY 11566, or call the above number to fax.

July 20, 2010
Code Administration
Building Official
Fire Marshal
Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

To: Colchester Board of Selectmen
From: Salvatore A. Tassone P.E. – Town Engineer 
Re: Whispering Winds Subdivision, Usher Swamp Road and Founders Way
Owner/Developer – Edward Development Co. LLC, Ed Riccio.
New/current Owner/Developer – Whispering Winds Estates LLC –
James Marino

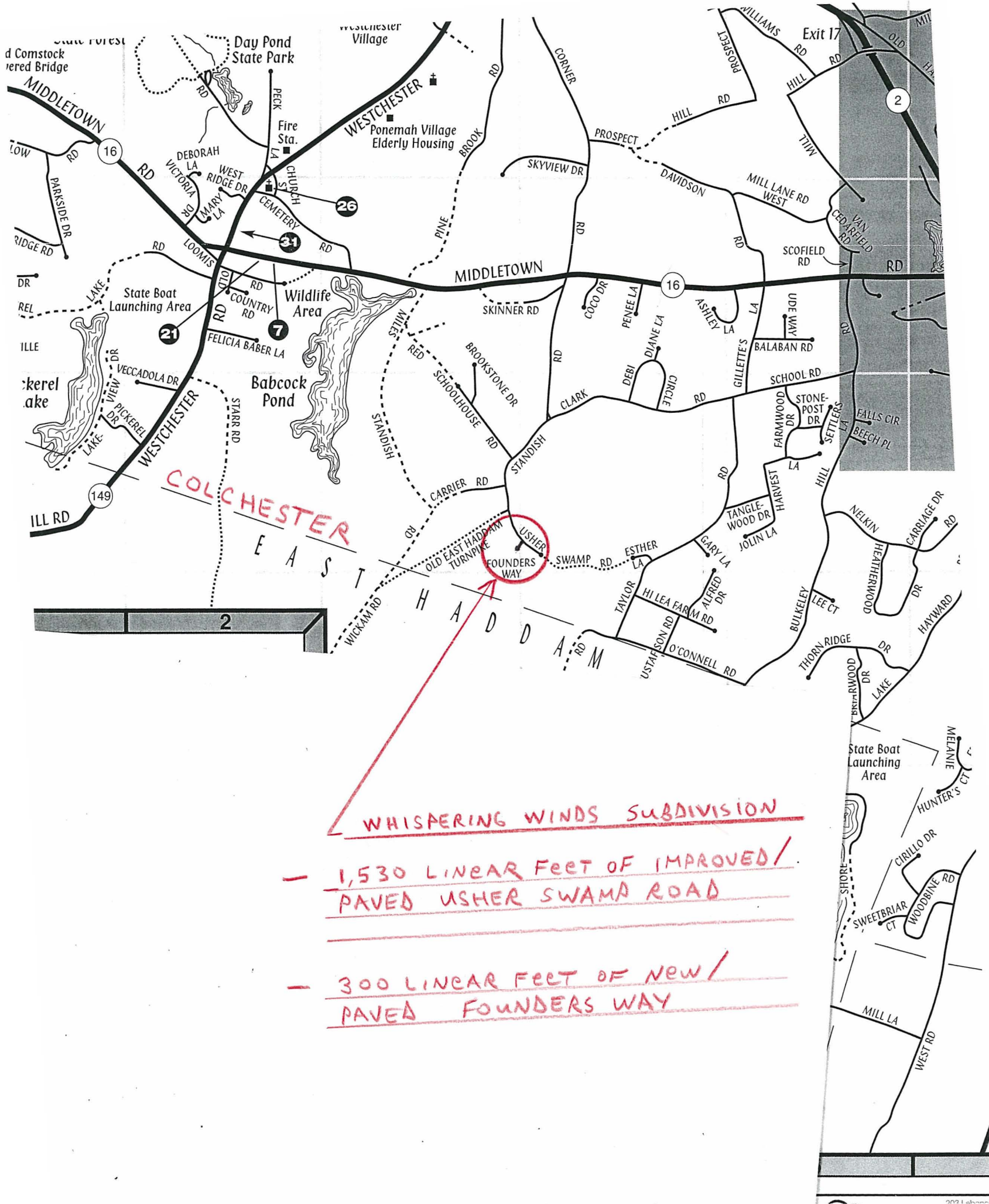
The current owner of the referenced subdivision has requested that Founders Way and the improved section of Usher Swamp Road contained within the referenced Subdivision be accepted by the Town of Colchester as town roads (see attached map for road locations) and accordingly, the subdivision bond be reduced to the 10% maintenance bond level required by the Town's Road Ordinance.

As of July 20, 2010, all of the required public improvements have been completed and are in good condition. In addition, all necessary documents and as-built plans have been submitted as required. It is therefore recommended that the Town accept Founders Way and the improved portion of Usher Swamp Road contained within the Whispering Winds Subdivision as town roads.

In Addition, the town is currently holding Subdivision Surety Bond No. 5023486 by Bond Safeguard Insurance Company for a total of \$76,340.00. The required 10% road maintenance bond is \$56,468.00. It is therefore recommended that the Subdivision Surety Bond be reduced by \$19,872.00 **leaving a bond balance of \$56,468.00** which is to remain in effect for a period of 1 year from the date the Town accepts the subdivision roads as town roads.

Recommended motion:

Motion that the Town of Colchester accept Founders Way and the improved portion of Usher Swamp Road contained within the Whispering Winds Subdivision as town roads and that the Town reduce the existing subdivision bond by \$19,872.00, leaving a bond balance of \$56,468.00 as recommended by the Town Engineer.



COLCHESTER
EAST

WHISPERING WINDS SUBDIVISION

- 1,530 LINEAR FEET OF IMPROVED/
PAVED USHER SWAMP ROAD
- 300 LINEAR FEET OF NEW/
PAVED FOUNDERS WAY

Gregg Schuster



First Selectman

MEMORANDUM

To: Board of Selectmen
Cc: Tim York, Building Official
From : Gregg Schuster, First Selectman
Date: 8/16/10
Re: Building Permit Late Fees

There have been numerous cases of individuals and businesses not applying for the proper permits. When something is built without a permit, the town can not verify the safety of the project, add it to the assessment, or ensure compliance with state and local regulations. At the moment, there is no disincentive to not apply for a permit as there is no penalty.

It is my recommendation that we consider enacting a penalty or late fee for those that fail to apply for a permit as other towns have done. If the board is agreeable, I will ask the staff to prepare a recommendation for a future meeting.

INTEROFFICE MEMORANDUM

TO: G. SCHUSTER
TIM YORK

FROM: GAIL N. THERIAN

SUBJECT: PENALTY FEES FOR BUILDING WITHOUT PERMITS

DATE: 8/11/2010

CC:

Attached are the findings from my research for towns within Connecticut who charge a penalty fee for building without a permit. I have also included within the spreadsheet the various other fees that towns charge such as re-inspection fees; Certificate of Occupancy fee; review of plans/revised plans fee and Burning permit fees. I only found

As the Town of Colchester is sometimes accused of having a higher than normal fee for per thousand, our building permits are all inclusive. It seems that after reviewing other town websites, many collect other fees that do bring up the total cost of the building process; it is just not as simple as the Town of Colchester's. I also noticed that many of the towns have increased the "per thousand fee" since the last time I conducted the research.

If you have any questions, I have copies of the backup research for these fees.

TOWN	Building w/o Permit	Re-inspection Fee	C/O Fee	Review Fee	Burn Permit	Comments
Area towns						
Andover	\$10/day to \$100 per day		Fine \$100. a day			
Ansonia	Fine of not more than \$100./day	\$ 25.00				
Avon	Building fee + lesser of 100% of fee or \$1,000					
Barkhamsted	Double the standard permit fee	\$ 50.00	\$20.00			
Berlin	Bldg. Fee +\$25. + \$6/1,000 of value					
Bethel	Bldg. Fee + \$100.	\$20.00		\$ 20.00		\$25. Zoning Insp. Fee
Bolton	Not more than \$200.					
Branford	Bldg. Permit Fee is doubled	\$25.00				
Bridgewater	Bldg. Permit Fee + \$500.					
Brookfield	Bldg. Permit Fee + \$50.					
Burlington	Bldg. Permit Fee and \$25.+ \$6/1.000					
Canaan	Bldg. Permit Fee + \$50.00/day					
Canterbury	Bldg. Permit Fee + \$10 - \$100 penalty					
Coventry	Bldg. Permit Fee + \$50.00	\$25.00		\$50.00		
Cromwell	Bldg. Permit Fee + \$50.00					
Durham	Bldg. Permit Fee + \$100/day					
East Hartford	Building Permit Fee + \$99.00		\$ 10.00			
Enfield	Two times normal permit fee					
Goshen	Bldg. Permit Fee + \$100.00					
Greenwich	Bldg. Fee + \$100. Construction in progress \$200. min. or \$5.00/\$1,000 min \$200 per each trade + Building permit fee					
Griswold	\$100. min. + \$200 for each trade	\$25.00				
Groton	Building Permit Fee + \$200.		\$ 50.00			
Guilford	Double the standard permit fee					
Hartford	Double the standard permit fee					
Kent	\$100. 1st 1000. + \$6/add.\$1,000 value					
Killingly	Two times normal permit fee				\$ 5.00	

TOWN	Building w/o Permit	Re-inspection Fee	C/O Fee	Review Fee	Burn Permit	Comments
Manchester	Two times normal permit fee	\$ 50.00		\$25.00/rej. Plans		
Mansfield	\$250. + building permit fee	\$ 10.00	\$ 10.00	15% of fee or \$40		
Middletown	Two times normal permit fee					
Montville	Two times normal permit fee		\$ 25.00	10% of perm.fee		
Monroe	Building Fee + not more than \$250.					
New Canaan	Building Fee + \$200.					
New Milford	Building Fee + \$25.					
Newtown	Building Fee + \$90. max penalty					
Norwich	100% of permit fee plus required fee	\$ 35.00	50./100	2nd review \$35.		State Modifications \$20. Fee for Building without Zoning permit -civil penalty up to \$2,500.
Norwalk	Min. \$500. Maximum \$1000. fine		\$ 10.00			
Orange	Two times normal permit fee	\$ 50.00	\$ 50.00			
Oxford	Two times normal permit fee					
Plymouth	Bldg. Fee + \$200. min to \$1,000. max	15/20 3rd	10./20. Co		\$10/\$30 fine	P & Z & Wetlands Fee cost tripled for work started without permits
Portland	\$100.00 + building permit fee		\$ 25.00			\$25. - 100. Carnivals
Preston	Two times normal permit fee	\$ 25.00				
Thompson	Penalty of not more than \$100.					
Southington	\$200. to \$1,000 per day					
Stamford	Penalty equal to permit fee required but not more than \$200.					
Stratford	Twice the normal permit fee + \$50.					
Tolland (eff. 1/1/2011)	Twice the normal permit fee and \$200 min. to \$1000 maximum fine	\$ 25.00	\$ 5.00	\$ 50.00		
Torrington	\$150. fee plus all other permit costs	\$ 25.00	\$ 50.00			
Trumbull	Twice the normal permit fee + \$50.					
Vernon	Twice the normal permit fee	\$30.00	\$ 10.00			Home owners are exempt
Warren	Building Fee + \$200. penalty					
Washington	\$500. + Building permit fee					

Other CT towns						
TOWN	Building w/ Permit	Re-inspection Fee	C/O Fee	Review Fee	Burn Permit	Comments
Canton			\$ 30.00		\$ 10.00	
Cheshire		\$ 10.00				Permits not inclus.
Farmington			\$ 10.00			
Glastonbury			\$ 25.00			
Hamden			\$ 20.00			
Hebron			\$ 10.00			
Lebanon		\$ 25.00				
Ledyard		\$ 20.00				
Marlborough		\$ 50.00		\$ 25.00		
Newington			\$ 25.00			
North Branford			\$ 25.00			
Pomfret		25.00 - 35.00				
Rocky Hill			\$ 30.00			
Salem			\$10./\$30.00	10%of permit fee		Misc. insp. \$25.00
Simsbury			\$ 5.00			
South Windsor			\$ 10.00	\$ 25.00		
Torrington		\$ 25.00	\$ 50.00			mech. \$45. + 12/1000
Waterford			\$ 25.00			\$10.00 reactivate fee
Windsor		\$ 25.00				
Windsor Locks			\$ 10.00			
Wolcott		\$ 10.00				

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

Other than the chairman, 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."

ABOVE REFERENCES ARE FROM *ROBERTS RULES OF ORDER, NEWLY REVISED, 10th EDITION.*

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.

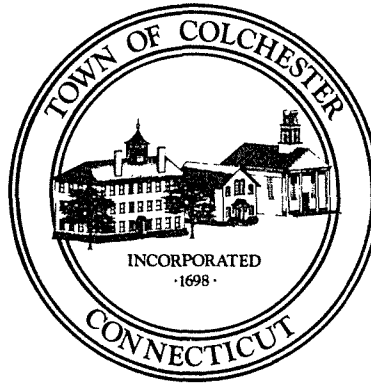
BOARD/COMMISSION

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.

Gregg Schuster




First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman 

Date: 8/16/10

Re: Town Policy Manual

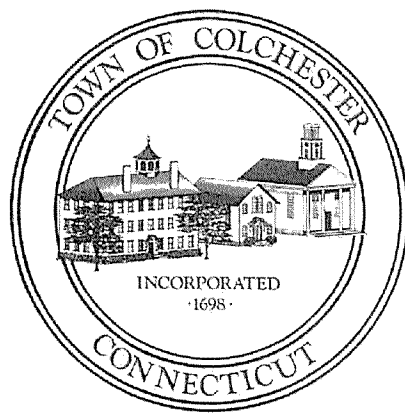
Previously, all policies enacted by the Board of Selectmen have been contained in the minutes and/or a policy binder. Without a single source, it can be difficult to know all of the policies adopted by the board.

In order to consolidate these policies, I am recommending that the board combine all policies into a single document and make any future policy changes or additions to this document. This document will include all adopted town policies, but will exclude policies created by the Board of Finance. Additionally, the personnel policy and the purchasing policy will be excluded from this document and will be maintained separately.

There may be other policies that were enacted that our research has not uncovered. This manual is not meant to supersede any policy and the adoption of this manual should not render any previously approved policy invalid. If you are aware of a policy that is not included in this manual, please let me know so it can be included.

Suggested Motion – “Motion to approve the Town Policy Manual with the understanding that the exclusion of a previously adopted policy from this manual does not mean that the policy is no longer in place.”

TOWN OF COLCHESTER



POLICY MANUAL

Created: 07/15/2010

Note: No policies were updated in the creation of this manual

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1.0 INTRODUCTION

This manual shall serve as a comprehensive guidebook of all town policies that pertain to departments outside of finance and personnel. This manual should be a go-to source for guidance and instruction. Should there be any conflicts with the policies within the manual, please consult the First Selectman's Office. As new policies are adopted, they will be included into the manual as soon as possible. Updated copies of this manual will always be available in the First Selectman's Office or on the Town Hall shared drive, under "Employee Resources."

2.0 NONDISCRIMINATION

RESOLVED, That the Town of Colchester hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.



3.0 FACILITIES

3.1 Naming Facilities



3.3 Naming Facilities

Town facilities/areas shall be named after a person, family, organization or commercial enterprise only under the following conditions

- A significant investment in personal time or financial investment shall have been made to the facility/area or users of such facility/area; or
- When a significant financial contribution has been made to the Town and it specifies a specific name which must be honored if the donation is accepted and duly recorded in the Town records; or
- In general, when it is to honor a significant contribution to our state, town or nation.
- In all instances, when an individual's name will be on a Town facility/area it can not be requested prior to the first anniversary of their death.

Sponsor groups should submit their request for the naming of a Town facility/area to the Board of Selectmen with a valid petition as described by State statute or Town charter, whichever takes precedent, to be put on the voting machines at the next formal election.

The Board of Selectmen at their discretion, with a vote of eighty (80) percent of the Selectmen, may approve appropriate plaques, dedication of trees or other forms of recognition to accommodate and recognize groups and people that make significant contributions even though the facility or areas will not be named after them.



4.0 PARKS & RECREATION

- 4.1 Refund Policy
- 4.2 Special Events
- 4.3 Sports League Field Use



4.1 Refund Policy

“Colchester Parks & Recreation stands behind all of its programs and activities with a satisfaction guarantee. If you are not completely satisfied, we will do what it takes to make things right.”

The procedure will be:

1. Ask what s/he disliked about a particular program
2. Ask how we can make it right
3. If a whole or partial refund is requested, ask for request in writing, including the reason for the request.
4. Refunds will be credited to a credit card, if that was the original payment method; otherwise, a refund may be left on account or sent by check.

This policy also applies to people wishing to cancel out of a program before or during participation, with no prorating. No programs are excluded from this policy. This policy does not apply to any funds deposited into the General Fund (facility rentals, special event permits, etc.)

Background

The goal of any refund policy is to improve customer satisfaction with the organization. By creating a complicated, convoluted policy full of exceptions and exclusions, the refund process can often exacerbate the problem rather than solve it.

Existing general policy: Refund/Credit Policy

All refunds will be charged a \$10 handling fee, must be accompanied by a written request and be over \$20. Refunds under \$20 or without a written request will be left as a credit on the household's account. Credits to the household's account are not subjected to the \$10 handling fee. Prior to the program registration deadline (1 week prior to the start date) if a participant cancels their registration, they may receive a refund or credit. After the program registration deadline date refunds will only be given when accompanied by a doctor's note. If you transfer between classes before the registration deadline date there will be no handling fee.

Summer camp currently has its own policy:

Registration for Day Camp and Kindercamp requires a 50% non-refundable deposit. If prior to the start of camp a participant cancels their registration due to an illness or injury, they will receive a refund or credit for fees paid excluding the 50% non-refundable deposit. A doctor's note is required for all refunds.

Likewise, Bus Trips currently have a specific policy:

No refunds for trips will be given unless the registrant can find their own replacement or we have a waiting list. Refunds will only be given if the Parks and Recreation Department cancels the trip.

All policies would be eliminated/replaced with the proposed department-wide policy.

A liberal refund policy encourages potential participants to try programs they might otherwise have been hesitant about, and thereby creates new customers and increased revenue. This very hypothesis has been proven in Windsor, CT, where their Recreation Services department uses such a policy. Additionally, they have seen a decline in refund requests.

After Department-initiated refunds (due to cancelled programs, clerical errors, etc) are removed, a very small percentage of each year's revenue is refunded due to customer request.

In practice, most, if not all, refund requests are currently granted as exceptions to the policy, with such exception noted to the customer. This new policy would make the system more transparent and actually reap the public relations benefits that these "exceptions" do not produce.

Under the new policy, these numbers will continue to be monitored, to ensure that the Program Fund remains fiscally sound with regards to refunds. Of course, numbers alone will not tell the story. The primary reason for the change in policy is improved customer satisfaction, which is more difficult to measure. However, we will endeavor to perform pre- and post-policy change surveys that will assist with that measurement.

4.2 Special Event

DEFINITION:

A special event is a public function that is open to the community at large.

Examples of special events would include:

Parades	Other outdoor cultural events and community festivals
Marathons and fun-runs	Street fairs
Motorized vehicle races or contests	Public Speaker events
Circuses, fairs and rodeos	Large Town/BOE events
Outdoor music concerts, shows and exhibitions	Sports Tournaments

PURPOSE:

Special events present an opportunity to invigorate civic pride, to celebrate the social and cultural fabric of a community, and to encourage economic development. Because of their very nature as common grounds for recreation and enjoyment, public parks and recreation open spaces often provide the right atmosphere for the hosting of these celebrations. The purpose of this Administrative Order is to establish a standard procedure of application, evaluation and permitting of special events in town-owned and operated park and recreation facilities, in an effort to:

- Ensure events remain for public park purposes only;
- Provide broad public benefit;
- Respect park capacity, infrastructure and adopted general plan;
- Ensure compatibility and sympathy with surrounding land uses as well as natural, cultural and historic park resources;
- Meet the conditions of the Codes of the Town of Colchester, and,
- Minimizes negative impacts to the health, welfare and safety of the public.

A special event permit shall be required for the following activities:

a) An organized formation, parade, procession or assembly of more than one hundred (100) participants (may include people, animals, vehicles or any

combination thereof); that assemble or travel in unison on any public street, highway, alley, sidewalk or other public way.

b) Any organization formation, parade, procession or assembly which either (1) may impede, obstruct, impair or interfere with free use of a public street, highway, alley, sidewalk, or public way owned, controlled, or maintained by the Town or (2) does not comply with normal or usual traffic regulations or controls.

c) Any outdoor activity of a group of more than one hundred (100) persons on Town-owned, controlled or maintained property such as town parks and open space, where a standard reservation or facilities use permit has not been granted.

d) Any activity on public property that could reasonably be expected to require provision of public safety services.

e) Any activity on public property that involves the placement of a tent, canopy, or other temporary structure (e.g. stage, bleachers), if that placement requires a permit from the Town's Fire Department or Building Division.

Exceptions to special event permit applications:

* Regular facility rental application and fees still apply to any permit that has been exempt from the special event status.

a) Special events, as defined by this Administrative Order, do not include picnics, weddings, funerals or elections.

b) Activities conducted by governmental agencies acting within the scope of its authority.

c) Groups using picnic shelters at town parks where a shelter reservation and facilities use permit has been requested and granted. The group must not exceed/violate any other noise, facilities use or public safety regulations.

d) Events conducted by local elementary schools, middle schools, high school that are conducted on their own grounds and property, which will not significantly impact traffic flow on surrounding public streets or pose a risk to public safety.

e) Lawful picketing and free speech activities that do not involve the use of vehicles, animals, fireworks, pyrotechnics or equipment (other than sound equipment).

SECTION I - SPECIAL EVENTS CLASSIFICATIONS:

Special events shall be classified according to their size by both the required staging area and number of people attending; their duration; and, their infrastructure support requirements (tents, parking, roads, restrooms). The achievement of any one of the higher criteria shall qualify an event for the higher classification. For instance, if an event lasts for only two days but 7,000 people are expected to attend each day, the event shall be classified as a Class "D" event.

Class A - 1 Day or up to 250 total attendance, with minimal parking and infrastructure requirements, and compatible with public use of park sites.

Class B – 2-3 Days, or up to 500 total attendance, with moderate parking and infrastructure requirements and compatible with public use of parks and sites.

Class C – 4-6 Days, or up to 1,000 total attendance per day, with moderate parking and infrastructure requirements or limits on public use of park site.

Class D - 7 or more days, or 3,000+ total attendance per day, with heavy parking and infrastructure requirements or restrictions on public use of park site.

The Town of Colchester reserves the right to adjust or waive the limits of classification and/or duration as deemed in best interest of the town.

SECTION II - PARK RESTRICTIONS:

Mechanical Amusement Rides

Mechanical Amusement Rides will only be permitted at the Town Green and Recreation Complex. Mechanical amusement rides shall be allowed only in parks, with restrictions placed on location, and their impact on the welfare and safety of both the public and the park site.

Noise

The Town of Colchester prohibits unreasonable and disruptive noise that is clearly incompatible with the normal activities of certain locations at certain times. Please refer to Town of Colchester Zoning Regulation 3.7.6.G.

No music or entertainment shall be allowed between the hours of 10:00 p.m. and 7:00 a.m., in such a manner as to be plainly audible at the park boundary. If either of these restrictions is breached, it will be considered a violation of the Code.

Failure to comply with requests to decrease noise to an acceptable level will result in notification to the Police Department. The Police Department has the authority to make an arrest. Failure to comply may also result in the revocation of a special events permit, and may prohibit the issuance of a permit for future events by the event organizer.

Fireworks

Events featuring fireworks must obtain a fireworks permit from the State Fire Marshal's office and local Fire Marshal, as well as any other appropriate municipal permitting jurisdiction.

Signage

Promotional signs are limited to the Community Events Board. Sponsorship banners and signage are allowed only within the designated event site and may be displayed no more than two weeks prior to the event. All signs and banners must be immediately removed from the site following the event. All wording of signs and designated locations must be pre-approved by the Parks & Recreation Department.

Sandwich Board signs are limited to cultural arts performance promotion only; they must be less than 32 square feet in size (total of both sides) and must be set 15' back from the travel portion of the road. Signs and banners may require a zoning permit.

Alcohol is prohibited on a town property. Smoking is not permitted in any town park or on any school grounds. Dogs must be on leash on all town property (except for service dogs or with special permission from the town.)

SECTION III - APPLICATION PROCESS, REQUIREMENTS AND FEE SCHEDULE:

When an organization seeks to host a special event in a town parks and recreation facility, the event organizer must contact the Colchester Parks and Recreation Department for an Application Package. The Application Package shall include the following information:

- This policy
- Facility Use Application Form
- Departmental Approval Form
- Town Indemnification Form
- Public Information Form
- Insurance F.A.Q.

Applicants will be required to resubmit the special events application annually. In addition to the application, a description and definition of the event with proposed dates will be required. Applications will be valid for one year.

The Town of Colchester reserves the right to adjust or waive the limits of any special event in best interest of the town.

Special Event Permit Fee: \$50/day/event (not incl. setup/breakdown)

The following types of special events are **EXEMPT** from the application fee:

Events produced or sponsored by the Town of Colchester, the Board of Education, or their agents.

Additional Fees:

The event organizer is responsible for full reimbursement to the town of any and all costs borne by the town. If any town staff and/or equipment are required to assist to operate or provide maintenance for an event, the town shall be compensated for the full cost of providing the support. The Town will make no capital investment in infrastructure to support the event.

14 days following the closing of the event, the department will invoice the event organizer for all applicable costs and charges. The event organizer will have 30 days to remit payment.

The event organizer will be required to provide the following information in addition to the permit fee:

- Facility Use Application Form
- Departmental Approval Form
- Town Indemnification Form
- Public Information Form
- Insurance Certificate
- Event Description (Purpose, History, etc)
- Proposed Site Selection/Site Plan

SECTION IV - EVALUATION CRITERIA FOR APPROVAL:

Priority will be given to pre-established, annual events. Not-for-profit organizations will be given priority over events or festivals which generate profit for the private sector. If the conditions have been satisfied to allow an event sponsored by a for-profit enterprise, the event organizer must provide evidence that:

- The event constitutes a community service;

- It is in the best interests of the general health, safety and welfare of both the participants and citizens of Colchester;
- There is little to no impact on and/or cost for town support services; and,
- The frequency and uniqueness of the event does not conflict with or replicate an already-existing festival or event.

If an event proposed by a for-profit corporation does not meet the established criteria, the application will be denied.

The event organizer will be notified within 14 days of receipt of its application whether the application has been approved for a Special Events Permit.

- The Parks & Recreation Facilities Subcommittee will forward its recommendation through the appropriate personnel to the Department Director for final approval.
- Once an application to host a special event is submitted to the Department, the Parks & Recreation Director, or designee, will provide the initial review for fulfillment of base criteria and guidelines, as well as any conflict with existing events.

All applications will be subject to the following evaluative criteria, as reviewed by the Facilities Subcommittee of the Parks & Recreation Commission:

- Classification of the event and its compatibility to the proposed park site's classification
- Appropriateness of event to public park purpose
- Performance History of event and event organizer (if applicable)
- Impact on park property and surrounding natural and cultural resources
- Impact on traffic conditions
- Ability to comply with all local permitting requirements
- Availability of town support services, such as parks grounds maintenance crews
- Impact on adjacent land uses and neighborhoods
- Duplication of existing town-permitted event
- Enhancement to tourism, economic development and quality of life
- Ability to generate positive local, regional or national media exposure
- Ability to generate revenues for the Department

The next step will be review and approval by all applicable Town departments, including:

- Board of Selectmen
- Police Department
- Fire Marshal
- Planning & Zoning
- Health Department

- Building Official

Once all departmental approvals are received, the Parks & Recreation Department will issue the official permit.

The Town is under no obligation to issue special events permits for use of its parks and recreation facilities. If an event is found to be incompatible with a proposed site's classification, a more appropriate park site may be suggested to the event organizer. An application will be denied if an event is found to:

- Be inappropriate to public park purpose.
- Exert adverse impact on a park and/or its surrounding infrastructure, natural or cultural resources.
- Exert significantly adverse impacts on the traffic conditions and/or adjacent land uses and neighborhoods.
- Have a history of poor performance in town parks.

At the Department's discretion, an application can be denied if a special event is found to replicate other events or to diminish the uniqueness of already established community celebrations.

SECTION V - REGULATORY AND PUBLIC SAFETY REQUIREMENTS:

Outside of the Parks and Recreation Department, many other agencies, including regulatory and public safety, require permits for the execution of a special event. These agencies set their own requirements and fees. It is the responsibility of the event organizer to obtain these permits:

At a minimum, the following must be obtained prior to the event:

Insurance

General Public Liability of \$1 million coverage, depending upon event activities
Automobile Liability Insurance of at least \$300,000
Town must be listed as Certificate Holder and Additional Insured

Flow/Vehicle Parking

Event organizer will provide appropriate staffing to address parking needs.

Grounds and Facility Maintenance

Parks & Recreation Director will review with event organizer the need for Parks & Recreation support staff.

All necessary Building and Zoning Permits

May require approval of structural components, such as tents, electrical and handicapped accessibility.

Sanitation/Health

All food service concessions and restroom facilities must meet Public Health Code requirements. Temporary permits for food service concessions must be obtained prior to the event.

The following cases will require permits from the Department of Environmental Protection (DEP):

- Waste water disposal
- Recreation Vehicle (RV) waste water disposal

Portable Restrooms

The Town of Colchester will provide 3 water closets (2 regular/1handicap) on the town green during the summer months. Any additional water closets required per General Statute are the responsibility of the event applicant.

Garbage Removal

Any special event that takes place on a town owned property must provide their own solid waste removal.

This may include dumpsters and/or roll-off trash receptacles, contracted by the event, as appropriate, as determined by the Parks & Recreation Director. The Parks and Recreation Director, or designee, will determine placement of all waste disposal containers and trash receptacles.

Fire Safety

Fire Marshal will conduct any and all necessary inspections, and determine staff requirements for each event.

Departmental Approval Form

PART I – Procedure

Application for a special event must be completed and returned to the Parks and Recreation Office twenty one (21) calendar days prior to the commencement of the event. The Parks & Recreation Department will circulate the application to appropriate authorities for their comments and recommendations. Approved

applications shall be approved within 10 business days from date received. The following shall serve as a guide in preparation of your application:

Police Department

- 1) Police Official(s) shall determine the need for a police detail to conduct order, maintenance, security and traffic control.
- 2) When applicable, police officials, upon review of the application and/or after conducting an on-site inspection will ascertain what crime prevention/security measures must be implemented prior to the commencement of the event.
- 3) The applicant/organization may be required to provide a roster containing the name, date of birth and motor vehicle information for all employees, officials, vendors and security personnel upon submission of the special event application.
- 4) The Police Department/Resident Trooper shall review all special event applications submitted to the Police Department. The Police Department/Resident Trooper shall investigate the legality of the event applied for and the applicant(s) fitness to be in control of such an event.

Fire Marshal

- 1) When applicable, the Fire Marshal shall review the application and determine if the proposed use will comply with the State of Connecticut Fire Safety Code. The applicant shall provide such plans, drawings, specifications and information that the Fire Marshal requests for such review. After conducting an on-site inspection, the Fire Marshal shall determine if the proposed activity meets the requirements of the Connecticut Fire Safety Code.
- 2) The applicant shall apply for and obtain all necessary permits from the State of Connecticut.

When applicable, Fire Marshal, upon review and/or after conducting an on-site inspection shall determine what fire prevention and emergency medical readiness shall be required prior to the commencement of the event.

Building Official

When applicable, the Building Official upon review of the Building Permit application and/or after conducting an on-site inspection will ascertain what provisions of the Connecticut State Building Code must be complied with prior to commencement of the event.

Zoning and Planning

When applicable, the Zoning Enforcement Officer upon review of a complete zoning permit application with backup documentation and/or after conducting an on-site inspection will ascertain what provisions of the Town of Colchester Zoning Regulations must be complied with prior to the commencement of the event.

(Note: Applicant must obtain Town of Colchester's representative's signature as owner of property on any permit applications.)

Health Department

When applicable the following information must be submitted to the Health

Department upon application for a special event:

- a) Sketch of the area showing the location of display, sales, entertainment, food booths/sales area, portable toilets and hand washing facilities.
- b) Estimate the number of people expected and the number of portable toilets and hand washing facilities.
- c) Types of food to be offered, where prepared, when prepared and where served.
- d) If motor homes or camp trailers are used for overnight sleeping accommodations are they self-contained? How will wastewater be disposed of?
- e) When an event starts on a Saturday or Sunday, food preparation areas, hand washing and toilet areas must be ready for inspection by 12 P.M. Friday.
- f) When an event is scheduled for a weekday, food preparation areas, hand washing and toilet areas must be ready for inspection at least five hours prior to opening.
- g) All state and local regulations regarding food handling must be complied with or no food sales will be permitted.
- h) The vendors must meet with the Director of Health to clear all requirements 2 (two) weeks prior to the event.
- i) An application for a temporary food service is to be completed and submitted to the Director of Health 2 (two) weeks prior to the event.

j) All applicable license fees must accompany the application.

k) Commercial (for profit) vendors based outside Colchester must submit a current inspection report from their Health Department at least 1 (one) week prior to the event.

Parks and Recreation

A preliminary and a final pre-event meeting between the event organizer(s) and the Parks and Recreation Director and his/her staff may be required and arranged to ensure a coordinated effort. The Parks and Recreation Director may require a final list of officially recognized entrants no later than 72 (seventy-two) working hours prior to the commencement of the event. Organizers are required to make arrangements for post-event cleanup. For youth events, the applicant must provide the name(s) of supervisors, a safety plan, and the chaperone to youth ratio.

4.3 Sports League Field Use

APPLICATION TIMELINES

Sports Leagues

Any sports league wishing to use facilities under the jurisdiction of the Colchester Parks & Recreation Commission should make their request to the Director of Parks & Recreation at the appropriate Facility Scheduling Meeting (see below.) Meetings are held at 6:00pm, prior to that month's Parks & Recreation Commission meeting, which is typically the first Monday of each month.

Sports Season	Facility Usage Period	Facility Scheduling Meeting
Spring – Outdoor	April through August	February
Fall – Outdoor	August through November	June
Winter – Indoor	November through March	September

Special Events

Special Event facility requests may be made up to one year in advance by submitting the appropriate paperwork to the Parks & Recreation Office. Please see the document entitled "Policy Governing Issuance of Special Events Permits."

Miscellaneous Rentals

All other reservation requests may be made according to the policy entitled "Park Pavilion/Sport Field Rental Policy".

CONFIRMATION OF APPLICATION

The Department strives to confirm all requests within 10 business days following the Application submittal. Note that it is possible that some delays may take place during the application review process due to unique case-specific situations, and that these situations will be addressed as soon as possible. Note: changes in dates, times or cancellation could result in a permit fee assessment.

Permit applications must be filed annually. Release form, insurance certificates expire and must be renewed. Please notify us of any changes in your board of directors, coaches and managers.

PRIORITY SCHEDULING

1. Town-sponsored programs will receive first preference and may override outside confirmed reservations.
2. League, scheduled, and make-up games will take preference over practices.

FACILITY RENTAL FEES

By default, all leagues must pay all applicable fees. However, "endorsed" leagues may have field rental fields waived; amenity fees (lights, pavilion rental, etc.) will not be waived.

BALLFIELD LIGHT FEES

Lights are billed on an hourly basis, based on the current fee schedule:

LIGHT OPERATION

Sport Leagues will receive league-specific codes and instructions for operation of the lights, and will be billed on a monthly basis.

Other rentals will be arranged as either pre-set times for the lights to be on/off, or controlled by on-site staff, which may be billed to the rental group.

RESIDENT STATUS/ELIGIBILITY

1. The Colchester Parks and Recreation Department reserves the right to request proof of eligibility for all applicants using Colchester facilities.
2. Non-Resident Fees are charged as follows:
 - Adult Sports (Men and Women) – \$20.00 per non-resident player

TEAM ROSTER

Team rosters are due to Parks & Recreation Office prior to league game play start date. Residency proof must be included with rosters. Valid proof is a copy of CT Driver's license listing Colchester as address (front & back must be on copy), copy of lease or rental agreement, or a warrantee deed to your property. Team roster will be spot-checked by staff periodically throughout the season. Nonresident fees will be accepted by mail or walk-in, or by credit card.

MAINTENANCE & SUPERVISION REQUIREMENTS

1. Maintenance of facilities, field preparation needs, and special requests must be submitted in writing to the Director, who shall coordinate scheduling with the Parks Maintenance Division. Field maintenance will follow the established guidelines.
2. Cooperation with the Parks Maintenance Division is expected at all times. This includes altering practice schedules if necessary to accommodate field maintenance. A pre-event on-site inspection with the Parks Crew Leader or Director of Parks and Recreation may be required.
3. Any group or organization using facilities will be responsible for providing proper supervision and janitorial services for the area in use.
4. Custodial fees will be charged when services are requested for special setups and area restoration, if personnel are not normally scheduled. Custodial fees shall be paid at an hourly rate set by the Parks and Recreation Department, which may be for a minimum of two hours.

INCLEMENT WEATHER

Caution must be exercised with the use of facilities when wet. Rescheduling of events may be required. Two considerations follow:

1. Should the Parks and Recreation Department determine that the fields should not be used due to inclement weather, the league will be notified by 3:00 p.m. If conditions dictate closure after 3:00 p.m., it will be up to the discretion of the officials and/or coaches using established guidelines.
2. The Parks and Recreation Department has the discretionary right to cancel events scheduled to be held at the Town Green.

FOOD CONCESSIONS

1. Organizations must request permission for the sale of food and/or beverages for their events separately from this form. Applications are available at the offices of the Town Code Enforcement Department.
2. Rights to the Football Field concession stand are only provided to Colchester non-profit youth organizations.

SECURITY DEPOSITS/DAMAGES

Security deposits may be required.

1. The amount of the deposit will be determined on a case by case basis by the Director of Parks and Recreation. The deposit must be received no later than 14 days prior to the event in the form of a bank or certified check, made out to the "Town of Colchester".

2. Should damages occur during use, a written report must be filed with the Parks and Recreation Department within 24 hours by the person identified on the application.

3. The Parks and Recreation Department will inspect the facilities for damage at the close of the event. Failure to exercise reasonable care in the use of the facility or field will result in the forfeiture of all or part of the security deposit and will limit the applicant's ability to obtain permits in the future.

4. The cost of repair will be based upon three (3) written estimates. Should the cost of repair exceed the security deposit, the applicant will be billed for the balance, with payment to be made within 30 days.

5. If a security deposit is not made as part of the reservation, and damages occur, the applicant will be billed for all damages incurred, with payment to be made within 30 days.

6. Any refunds of the security deposit will be processed within 30 days of the close of the event.

7. In the event that the user's insurance has a deductible, the user shall provide a security deposit to cover the difference between the deductible and \$1,000, or a determined portion thereof.

Your deposit will be retained by the Town for any of the following:

1. Failure to have the required number of chaperones.
2. Damage to building, equipment, or property (you will also be billed in addition to retained deposit, according to the cost of repairs).
3. Failure to clean up properly.
4. Failure to surrender the facilities at the scheduled time.
5. Unruly or disruptive actions of participants.
6. Use of rooms not rented or areas reserved but not used.
7. Misrepresentation of your organization and the type of activity.
8. Cancellation of the event within one week after payment is received.
9. Failure to hire Police for the event when required.

SAFETY PLAN/PROCEDURES

A supervisor of an activity involving young people has the responsibility to assure that conditions exist to promote the highest degree of safety possible. For example: higher than anticipated attendance; small children unattended; first aid provisions; etc. Facility users must take appropriate precautions, such as providing onsite medical staff, first aid kits, and/or the ability to contact emergency services.

EMERGENCY CONTACT

In case of any emergencies of safety and/or property damage, call 911. Please reserve this for strict emergencies.

APPEAL AND COMPLAINT PROCESS

Applicant must make his appeal in writing within ten (10) days for reconsideration. The Parks and Recreation Director or Commission shall review all appeals and render a decision within five (5) days.

COACH TRAINING REQUIREMENTS

The Colchester Parks & Recreation Commission is a local chapter of the National Youth Sports Coaches Association (NYSCA). In this capacity, the Commission formally voted to endorse the NYSCA's National Standards for Youth Sports, and will follow these standards in all youth sports programming offered by the Commission. As part of their commitment to making youth sports a safe, fun, positive learning experience we offer the following requirements:

- Coaches, at least one head coach per team, and two league administrators attend annually and pass the NYSCA Volunteer Coaches Training program offered by the Parks & Recreation Department.
- Parents or guardians of participating children shall sign emergency medical treatment/medical history forms. These forms shall be made available to each coach and shall be available at the facility at the time of such participant's use.
- First aid kits shall be on the playing field/surface at all times, fully supplied, and visible to all.
- An emergency action plan and guidelines for coaches shall be made available by the organization.

The Parks & Recreation Department will schedule seasonal training courses, open to leagues and the public. Should additional courses be desired, leagues must coordinate with the Department.

It is recommended that coaches should attend Red Cross First Aid & CPR classes, and Bloodborne pathogens training, to supplement their NYSCA training.

The Parks & Recreation Department and their staff can provide advice, sample formats for permission slips, etc, and other services if requested. We are also available to assist in scheduling a parents' meeting to assist the league in teaching parents of the importance of their role in the youth sports program.

NOTIFICATION OF CHANGES

The Colchester Parks & Recreation Commission shall provide written notification of any operational or policy changes to all organizations using town facilities prior to their effective date.



5.0 POLICE

- 5.1 Police Department Fundraising
- 5.2 Compensatory Time



5.1 Police Department Fundraising

1. The Police Commission will form a fund-raising committee which will include at least one commissioner, one officer, and one citizen.
2. The Fundraising Committee will identify each fund-raiser event to be conducted and determine what the money will be used for.
3. The committee will develop a Fundraiser Action Plan to include what, how, when, and where to hold the event.
 - Officers, commissioners and volunteers are to be involved in the event.
 - Officers cannot be made to volunteer nor can they be assigned their normal workday duties as part of the event; however, officers are obligated to take any actions normally undertaken by an off-duty police officer.
 - While officers may not wear their normal work uniforms during the event, clothing may be worn that denotes them as a "Colchester Police Officer."
 - The committee should take into account the timing of the event. There are many fund-raising events during the year by other organizations. Try not to conflict with them.
4. Each event will be pre-approved by the Police Commission and, subsequently, the First Selectman.
5. Complete the fund-raising event.
6. All funds collected will be deposited into the Town's General Fund in the Police Special Revenue account.
7. The committee will review and critique the fund-raising event.
 - What went right?
 - What can be improved?
 - What citizen input was given during the event?

8. The committee will send a report to the Police Commission and First Selectman within 30 days of completion of the event. A copy of the report will be filed for future reference.

5.2 Compensatory Time

The purpose of this policy is to define compensatory time, how it is acquired and how it is utilized as it relates to covering patrol shifts and hours worked beyond an officer's regular scheduled shift.

1. Compensatory time is that time accrued by an officer in lieu of being paid overtime. Such compensatory time shall be accrued at a rate of 1 ½ time the normal earnings for the officer's.
2. No officer can be forced to accrue compensatory time instead of being paid overtime. Once an officer accrues compensatory time, it cannot be taken away.
3. Officers will not be allowed to accumulate more than 60 hours of compensatory time. However, should a special condition exist, and only after approval by the Police Commission or its designee, additional compensatory hours may be accrued. Under no circumstances shall compensatory time exceed a maximum of 90 hours.
4. Any officer retiring from service or terminating his/her employment as a police officer in the Town of Colchester, with remaining compensatory time on his/her record, shall have the option of being paid for the accrued compensatory hours of service or choose to utilize said hours for approved leave.
5. Compensatory time requests for two (2) or more days must be submitted at least fifteen (15) days in advance unless there are extenuating circumstances. All compensatory time requests for one (1) day shall be submitted at least twenty-four (24) hours in advance. All compensatory requests must be submitted to the Supervising Resident Trooper of designee.
6. All request for compensatory time shall be granted on a first come, first serve basis. In the event of conflicting requests, the employee with greater seniority shall have preference.
7. The Police Commission shall review this policy from time to time and consider making changes to best serve the needs of the Town of Colchester.
8. The Police Commission or the First Selectman may suspend the officer's ability to take compensatory time in lieu of overtime pay, as necessary.



6.0 PUBLIC WORKS

- 6.1 Road Naming
- 6.2 Snow & Ice Removal
- 6.3 Vehicle Use



6.1 Road Naming

Over the years, the veterans' groups have come before the Town requesting that streets being proposed be named after veterans who have made the ultimate sacrifice.

Chris Beauchemin and Alicia Lathrop worked on a recommend road name list to be considered. The only changes to this list would be that the suggested veterans names be first on the list and the name Champion be listed under the veterans portion.

At the June 16, 2005 Board of Selectmen's meeting, the board voted to recommend to the Zoning and Planning Commission that a regulation be added to the subdivision regulations that reads,

"Street names shall be approved by the Zoning and Planning Commission and shall not duplicate or cause confusion with the names of existing streets in the town or adjoining town. Applicants are encouraged to select names having a historical connection with the town, and the Zoning and Planning Commission shall maintain a list for this purpose"

This regulation is in the Town of Canton zoning regulations.

Currently, road names must not conflict with other road names in the KX Emergency Response area, and the Board of Selectmen adopted a policy many years ago recommending the use of Colchester veterans' names for roads. There are a few roads that are named after veterans now; however, the Board of Selectmen supports moving forward with the regulation and the recommended road names that are attached.

6.2 Snow & Ice Removal

I. General Statement

The purpose of this document is to have in place a written plan to respond to the snow and ice control needs for roads maintained by the Town of Colchester (the "Plan"). This Plan defines the responsibilities of both the Town of Colchester and the Public during snow and ice control activities.

Notwithstanding the circumstances involved with changing climatic conditions, the Town will endeavor to keep Town-maintained roads in a reasonably safe condition for travelers. The Town will endeavor to exercise reasonable care and diligence in the performance of their duties, consistent with the intent of this Plan. Travelers who use Town-maintained roads are expected to demonstrate due care and reasonable caution, especially under adverse weather conditions.

Any and all statements included in this Plan shall supercede any previous written, oral, or past practice procedures, unless otherwise stated herein or specifically amended orally or in writing by the Director of Public Works or the Board of Selectmen of the Town of Colchester.

II. Duration of Plan

Emergencies notwithstanding, this policy shall be considered guidelines for use in the Public Works Department defined as "Winter Maintenance Season", generally from 15 November through 15 April, annually. These guidelines shall be used during this period regardless of time of day or day of week. The Department is prepared at any time during this period to suspend normal operations and initiate snow and ice control activities as described in these guidelines.

III. Connecticut General Statute

Section 13a-107: Selectmen are to open highway blocked by snow. Whenever any highway becomes blocked with snow to an extent that renders the same impassable for public travel, the selectmen of the Town in which such highway is located shall cause such highway to be opened for public travel at the expense of such Town within a reasonable time thereafter, if they find the same to be required for public convenience and necessity. Any selectman who fails to open

any highway so blocked, when requested in writing to do so by six taxpayers residing on or near such highway, shall be fined ten dollars. The provision shall not apply to any highway within the limits of any city or borough, unless the Town has the supervision of the highways in such city or borough.

IV. General Procedures

Snow and ice control work must be carried out on the premise that such work is under emergency conditions. Therefore, proper advanced preparation is necessary. This preparation includes obtaining the necessary materials for use during winter snow and ice control operations, maintenance of equipment used prior, during, and after these operations, and a plan for scheduling and directing personnel.

Materials - Suitable quantities of suitable materials shall be obtained and stored in preparation for use for snow and ice control operations. New technologies are allowing the use of new products such as treated salt to be used in conjunction with or in place of, a sand/salt mix. Other treatments may be developed from time to time. These products may be used as approved by the Director.

Prior to the Winter Maintenance Season, arrangements shall be made for the delivery and storage of suitable quantities of materials for the anticipated duration of single or multiple storm events. If necessary, additional quantities shall be available should the need arise. Any company supplying snow and ice control materials must be capable of delivering additional quantities in a short turnaround time after requested. Storage shall be at a location convenient for efficient use during snow and ice control activities. Storage of these materials shall be consistent with all applicable standards and regulations.

Equipment – All snow and ice control equipment shall be installed and checked for proper operation in mid-October to provide sufficient time for unanticipated maintenance to be performed prior to 15 November. Beginning with the first weekend after 15 November, all vehicles shall be dressed for winter snow and ice control work prior to the end of work on the last work day prior to the weekend (or holiday) unless otherwise directed by the Public Works Director or Highway Supervisor.

All equipment shall be thoroughly checked prior to leaving the yard in accordance with CDL requirements with a pre-trip check list filled out. All vehicles shall be evaluated throughout the work period by the driver with any problems identified and reported to the Supervisor. Any significant problems shall be reported immediately directly to the fleet maintenance department in accordance with standard practice.

Overloading Vehicles – No vehicle shall be intentionally overloaded. While it is not possible to weigh each vehicle during snow and ice control activities, the

Town of Colchester has taken the effort to weigh each truck and each truck axle during undressed, dressed, loaded with plow up and loaded with plow down configurations in an effort to ensure that no vehicle will be overloaded or that any component of the vehicle will be overloaded. This information was used to determine the acceptable amount of snow and ice control material that can be safely loaded into the dump body of each truck.

Plow Routes – A master list of plow routes shall be reviewed and updated annually and maintained by the Public Works Director. Factors used to determine plow routes (both order and number of roads) shall include, but not be limited to, traffic levels on streets; types of traffic using streets; routes used to access maintenance routes; maximizing personnel and equipment; and ability to provide contingency routes/plans. Plow route order shall give priority to heavily traveled/collector roads and roads with steep hills. Each driver shall be given a copy of all routes.

Each driver shall be responsible for, and make themselves familiar with, their routes. Drainage structures and other conditions should be marked. High risk areas (steep hills, sharp corners, obstructions, etc.) should be identified and a proper response planned. Alternate driver(s) or contractors shall be familiar with each route to serve as back-up(s) in the event a driver is unable to report for duty.

Supervision – All Town Highway crew members and any contractors shall be under the ultimate supervision of the Public Works Director, First Selectman, or an appointed designee. The Highway Department Supervisor shall supervise field operations prior, during, and after storm events in conjunction with the Public Works Director.

Call-out – Call out of Highway crew members and any contractors for winter snow and ice control measures shall be determined by the Highway Supervisor and Public Works Director depending on the conditions of the storm event. Conditions used to evaluate the call out response include, but are not limited to, predicted quantity, intensity, duration, time, and area of impact of the storm. Call out, and release, will be made in accordance with the bargaining unit contract and CDL regulations.

Storm Event – All vehicles shall be properly inspected prior to leaving the garage. Plow activities and the sensible use of snow and ice control materials shall be conducted in accordance with the specific storm and road conditions. During a snow storm event, depending on the intensity and duration, priority will be given to keeping the center of the roadway as clear as possible (this will maximize the amount of roads that can be cleared as well as to better allow the salt brine to work on the roadway).

All vehicles shall be in constant radio contact with the Highway Supervisor. The

Supervisor shall be notified immediately in the event of a breakdown or other critical or unusual nature. The Supervisor shall be notified any time a driver will be out of the truck (including breaks, meals, etc.). Any breaks, other than those included in the contract, shall be designated by the Supervisor to sustain safe snow and ice control operations. Otherwise, radio transmissions shall be kept to a minimum.

Flashing warning lights and strobes shall be used at all times while trucks are engaged in snow and ice control activities.

Plowing speed will depend on the type of snow and road condition. In no event, shall the speed of the vehicle be such that the material is cast an excessive distance from the edge of the road. Plowing speeds shall be adjusted to prevent the showering of pedestrians, sidewalks, buildings, and vehicles. While it is understood some snow will cover driveway entrances, mailboxes, and sidewalks, there shall be no excessive speeding while engaged in snow and ice control operations.

When plowing into an intersection of a Town and State road, no snow shall be left on the travel portion of the State road as a result of the Town's operation.

Plowing and sensible application of snow and ice control material shall continue for the duration of the storm. After snow has ceased falling/accumulating and the centers of the roadways are clear, accumulated snow on the remaining portions of the road shall be pushed back as far as practical. Care should be taken during these pushing back operations to limit the amount of snow thrown onto already cleared driveways and sidewalks and in front of mailboxes. Intersections should be pushed back to provide sufficient turning radius and sight lines. Drainage inlets, outlets, structures, and leak-offs shall be opened to ensure unrestricted flow during thaw.

Upon completion of all plowing and material application activities, trucks shall be returned to the garage and re-inspected. All vehicles shall be thoroughly cleaned and greased. Any equipment malfunctions shall be reviewed by the Fleet Maintenance department and identified as repaired, acceptable for use, or removed from service for repair.

Release – Snow and ice control operations shall continue until one or more of the following levels of road condition have been established:

- (a) bare, uncovered roadways with all snow and ice pushed back to edge of pavement or curb with intersections and cul-de-sacs complete;
- (b) covered, snow-packed, and treated roads with no accumulations greater than about 3 in. pushed back to edge of pavement or curb with intersections and cul-de-sacs complete;

- (c) major collector and secondary roads opened up with a minimum of one lane of travel in each direction; this may include significant accumulations still on the roads, but vehicles properly equipped for winter driving with operators using appropriate caution, should be able to pass – local access roads, such as subdivision streets, may only be one travel lane for both directions. Routine access may be difficult in some areas. Emergency access available to all locations with the Town, with properly equipped emergency equipment;
- (d) until such time as all or the majority of equipment and/or manpower has been expended in removal efforts, and further efforts at this stage would be counter productive;
- (e) at such time the Public Works Director feels continued operations would constitute imminent danger to the Public or Town employees;
- (f) at such time it is determined that continued resource expenditures are in excess of what may be judicious use of public funds;
- (g) the level of service is consistent with the specific instructions from the Public Works Director.

At this point, the Highway Supervisor shall determine the need for additional removal efforts. This decision will be influenced by weather conditions, time of day, day of week, available resources, financial reserves, date, and other factors. Oral communication will be maintained between the Highway Department Supervisor and the Superintendent of Schools, Police Department shift commander, and other emergency departments/personnel so that a coordinated effort will be maintained.

Post Storm - Localized and isolated accumulations of snow (including drifts) and ice patches may exist or develop during or after snow and ice control operations. Melting during the day may result in ice patches forming as temperatures drop or overnight. Drainage areas resulting in frequent icing conditions, if identified, shall be kept thoroughly treated and may require the installation of warning signs. All “problem” locations shall be reported to the Supervisor and a record maintained. Such locations shall be investigated and efforts made to correct the source of the problem.

Time Limitations – All reasonable efforts will be made to attempt to have all roadways cleared to the curb line/edge of pavement within a total of 72 hours of the last snowfall. Except in cases of extremes, all Town roadways shall be cleared to an adequate level within 24 hours of the last snowfall, exclusive of turnarounds.

Post Storm Critique – The Supervisor shall hold a post storm critique after the first full call out storm to review route assignments, problem areas, damages to Town or personal property, other storm-related issues, and to obtain comments from crew members. During the remainder of the winter, periodic critiques shall be held as necessary with the full crew or with individual drivers.

Winter Vacations – Requests for vacation or personal time during the winter snow and ice control season shall be given as far in advance as possible to allow time to plan for the necessary coverage on that driver's route.

Vacation or personal time granted during the winter season in which an employee wishes to be considered available for snow and ice control operations shall be paid at applicable rates in accordance with the contract.

Private Contractors – Private contractors will be used to supplement the operations of the Public Works Department staff and equipment. Contractors will be responsible for operator(s), vehicle equipment, maintenance, and fuel, as outlined in their contract. The Town will supply road snow and ice control materials. Contractors will be called in at the time of a full call out only as deemed appropriate by the Director or Highway Supervisor. Partial staff call out for spot work will be performed by Town staff.

Emergency Access – The Town of Colchester may in its sole discretion, perform minimal winter maintenance on such roadways of the Town that are unaccepted and normally do not receive such services, on a case by case basis. These services, if performed, will be strictly to maintain safe access for emergency equipment and personnel.

This may be considered where snow is in excess of 4 to 5 inches, or severe icing would impeded vehicles equipped for severe weather. This practice is not designed to accommodate the inconvenience associated with private roads that do not contract for, or do not have adequate maintenance. Nor is it designed to accommodate persons that use Town owned but generally not maintained rights of way. It is strictly to ensure the health and safety of the residents of Colchester and to ensure the safety of emergency personnel.

The Town of Colchester reserves the right to charge the private property owner(s) for services provided as a result of no or inadequate maintenance activities.

Parking Ban – In accordance with Town Ordinance 709 and 710, in the event of predictions or anticipation of winter storm events, the First Selectman or Public Works Director may request a parking ban be effected. This request shall be made public via television and/or radio announcement(s) and will be routed to the Police shift commander. Any vehicle found impeding snow and ice control operations during such bans will be referred to the Police Department with a request for removal.

Mailboxes – Postal Service regulations dictate the location of mailboxes and posts in close proximity to the edge of pavement within the Town right of way. This right of way is also the Town's snow shelf thereby creating a conflict when

the two try to occupy the same space. Generally, the snow will win the battle and inevitably, mailboxes and posts may get damaged. All efforts shall be made by each operator to avoid damage to mailboxes and posts. However, should damage occur, the driver shall report the incident to the Supervisor and shall be responsible for providing a replacement post (and/or box). Any aggrieved individual should be directed to contact the Public Works Department who will investigate the incident and determine if compensation is warranted. It is the practice of the Town of Colchester to provide a replacement mailbox and/or post if it is determined the damage resulted from the Town's snow and ice control operations. However, the Town is under no obligation to install such replacement materials, nor is the Town under any obligation to provide a replacement in kind to the damaged materials.

In addition, residents are encouraged to take all necessary precautions to protect their mailbox and post while not creating a road hazard.

Driveways – Reasonable attempts will be made to keep driveways clear of plowed snow and ice. However, it is virtually impossible to clear the roadways adequately without placing some snow and ice in driveway aprons. Any Town of Colchester employee found either placing snow deliberately in a driveway, or conversely, deliberately plowing a private driveway, shall be disciplined.

When plowing, shoveling, or blowing snow from driveways or sidewalks, no resident or contractor performing such work shall cause snow or ice to be left on the travel portion of the Town's road as a result of the resident's operation. Such action is considered a hazard and can result in unsafe driving conditions.

Public Sand – As long as such materials are readily available, mixed sand/salt for non-commercial residential use will be available at the west end of the Town Highway Garage parking lot. A pile of the mixed product will be replenished at the end of each work day. Each resident obtaining the sand/salt mix shall be limited to two, 5-gallon size buckets per visit in an effort to provide as many residents as possible the opportunity to participate in this service. Any resident identified as abusing this service will be requested to cease use immediately.

Under no circumstances will sand be distributed from the Public Works Garage, or will any Public employee load a private vehicle. Any commercial users found to be using any of these materials shall be referred to the Police Department for prosecution.

Use of Roads During Snow and Ice Control Activities – Residents and users of Colchester roads are requested to maintain a safe distance behind any Town vehicle engaged in winter snow and ice control activities. This distance will vary depending on the road, conditions, and time of day or night. However, a minimum of 200 ft. should be maintained behind these vehicles as they may stop or back up at any given time to perform snow and ice control activities.

Complaint Policy – Any complaint received by the Public Works Department resulting from poor clearing or damage shall be investigated. Staffing levels shall dictate the expediency in investigation of complaints of this nature.

Upon investigation, the Department shall determine whether the complaint is justified or unfounded, and take appropriate action, if any, to rectify the problem. Complaints will be accepted generally only during normal business hours. However, any complaints initiated during a storm shall be investigated.

Lines of Authority – The Highway Supervisor shall have the authority, upon coordination with the Public Works Director or First Selectman, to designate an individual to act in his behalf for individual situations, specific incidents, or entire snow and ice control emergencies, as is necessary to implement this Plan.

Review/Revisions - This Plan shall be reviewed annually by the Public Works Department and revised as necessary to maintain the intent of the Plan. All revisions shall be approved by the Board of Selectmen.

6.3 Vehicle Use

Town of Colchester vehicles are to be used for official Town business only. Employee use of Town vehicles is limited to job-related duties.

All drivers of Town vehicles must have a valid license on file and attend a defensive driving class within one year of employment.

Any overnight or out-of-state use must be approved in advance by the First Selectman. Such use of police vehicles may be authorized by the Colchester Police Department Commanding Officer. During snow storms, the Highway Supervisor may authorize drivers on certain routes to drive their assigned Town vehicle home for rest periods.

Each department assigned vehicles must have a method for coordinating and tracking use of the vehicles assigned to that department. Department Heads will work together to ensure efficient use of vehicles and equipment that can be shared among departments.

To ensure energy conservation and fuel cost savings, vehicle idling time must be kept at a minimum. Work should be planned to reduce unnecessary trips between Town facilities and work sites.

There is no smoking permitted in any Town vehicle or equipment.



7.0 YOUTH & SOCIAL SERVICES

7.1 Social Services Donation Accounts



7.1 Social Services Donation Accounts

The Town of Colchester Social Service's purpose is to develop and maintain a coordinated system of services for the residents of Colchester. Those services include but are not limited to: advocacy, information and referral, support services, assistance in completing applications for a variety of state, federal, and private programs, grants for basic needs, and promoting a higher quality of life.

Grants provided from donation accounts are **supplemental** in nature and not meant to be the sole source of household support. The following Social Services programs rely entirely on donations which are placed in specific donation accounts within the Town's general funds but independent of the Town's fiscal budget, to be used for Colchester residents only:

- Back-to-School
- Emergency Needs - for rent/mortgage, medical needs, utilities/heating, food, holiday programs, back-to-school
- Food Bank
- Fuel Bank
- Santa
- Well Child - to meet preventative child health needs

Funds donated may be used to purchase items associated with the running of the individual programs with the approval of the First Selectman. All items purchased remain property of that program. If for some reason another entity takes over any/all of these programs, all monies on account and items purchased/donated would be forwarded within thirty days to that entity to meet the needs of Colchester residents only.

Criteria for Assistance

Assistance is based on financial hardship, with the past history of assistance and availability of funds taken into consideration before any grants are made. For purposes of this policy, several households may be domiciled under one roof. Except on an emergency basis, before providing a grant or items from any Colchester donation account, staff members are required to verify and document (1) residency; (2) financial information; and (3) that applicants have applied for and/or exhausted all other resources available for that purpose.

A household may receive a maximum of \$500 per fiscal year in assistance grants if funds are available. At no time are funds provided directly to the household, instead they are paid directly to the approved vendor, i.e. fuel, landlord, utility company, etc.

A detailed record of all transactions is kept at Social Services with back up documentation in case of audit. No identifying information is forwarded to accounting for processing of the payments complete documentation will be kept in the Social Service office.

The Social Services Coordinator or First Selectman will review each case and determine approval for assistance. The Coordinator may make exceptions to these criteria with the approval of the First Selectman for individual(s) with emergency needs.

TOWN OF COLCHESTER

STUDIES & PLANS

Board of Education

- Space Needs Assessment (WJJMS & Bacon Academy) (Draft - 2007)

Facilities

- Colchester Public Schools Facilities Study (1996)
- Repair and Electrical Facility – Environmental Impact Study (2007)

Finance

- BOE Business Office and Town Finance Department Consolidation Plan

Health

- Occupational Bloodborne Pathogen Study (2005)

Parks & Recreation

- Recreational Site Improvements Master Plan (2007)

Planning & Zoning

- Town Center Neighborhood Strategic Plan (1998)
- Plan of Conservation and Development (2001)
- Business Land Evaluation (2005)
- Proposed Zone Change: R-40 to Business Park – Environmental Review Team Report (2005)
- Eightmile River Watershed Management Plan (2005)
- Survey of Farms (2006)
- Open Space Plan (2006)
- Affordable Housing Evaluation & Study (2010)
- Salmon River Watershed Municipal Land Use Evaluation Project (2010)

Public Works

- E. Hampton Regional Septage Study (1988)
- Pickerel Lake Aquatic Plant Management Plan (2004)
- Preliminary Report Comstock Covered Bridge (2005)
- Regional Transportation Plan for SE CT (2007)

Town Hall

- Cultural Resources Development & Heritage Tourism Plan (1995)