

Gregg Schuster



First Selectman

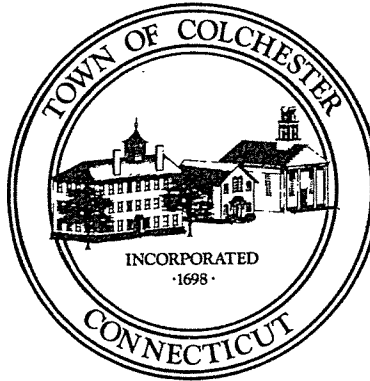
Public Hearing
Thursday, December 2, 2010
Colchester Town Hall

Meeting Room 1 – 7:00pm

1. Call to Order
2. Discussion on Acceptance of Veccadola Drive and Oak Farm Drive as Town Roads
3. Adjourn

RECEIVED
COLCHESTER, CT
2010 NOV 30 AM 10:14
Nancy A. Bray
NANCY A. BRAY
TOWN CLERK

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Agenda
Thursday, December 2, 2010
Colchester Town Hall**

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

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the November 18, 2010 Board of Selectmen Regular Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Board of Assessment Appeals. Tearice Peters to be interviewed.
 - b. Zoning Board of Appeals. Member appointment to a vacated term currently held by Arthur Shilosky set to expire on 12/31/10 for a new term to expire 12/31/15. Patricia Hayn to be interviewed
 - c. Economic Development Commission. Member appointment to a vacant term previously held by Jeffrey Koonankeil for a term to expire 10/31/14. Barbara Hagerman to be interviewed.
 - d. Police Commission. Patrick Mickens to be interviewed.
 - e. Police Commission. Frank Jackter, John W. Carroll IV, and Robert L. Kanaitis all interviewed on 10/26/10.

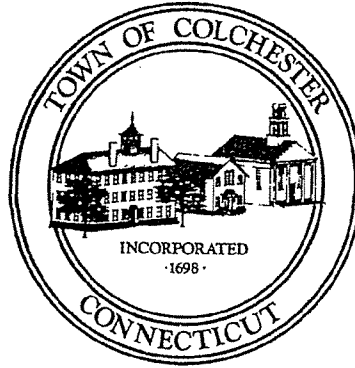
Open Terms to Expire On:

- i. 11/01/12
- ii. 11/01/11

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2010 NOV 30 AM 10:14
Nancy A. Bray
NANCY A. BRAY

6. Budget Transfers
7. Tax Refunds & Rebates
8. Discussion and Possible Action on Acceptance of Veccadola Drive and Oak Farm Drive as Town Roads
9. Discussion and Possible Action on Disposal Policy (3rd Reading)
10. Discussion and Possible Action on Flag Policy (2nd Reading)
11. Discussion and Possible Action on Facilities Director Job Description
12. Discussion and Possible Action on Recreation Specialist
13. Discussion and Possible Action on Performance Contracting for Energy Improvements
14. Discussion and Possible Action on STEAP Grant Contract
15. Discussion and Possible Action on Revaluation Contract
16. Discussion and Possible Action on Ballot Mandate Letter
17. Discussion and Possible Action on Ad-Hoc Facilities Committee Direction
18. Citizen's Comments
19. First Selectman's Report
20. Liaison Report
21. Adjourn

Gregg Schuster



First Selectman

RECEIVED
COLCHESTER, CT
2010 NOV 19 AM 10:14
Margaret Coyle

**Board of Selectmen Regular Meeting Agenda
Thursday, November 18, 2010
Colchester Town Hall**

Meeting Room 1 – 7:00pm

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

MEMBERS ABSENT: Selectman Stan Soby

OTHERS PRESENT: Derrik Kennedy, Nancy Bray, Tricia Coblentz, Mike Caplet, Glenn Morron, Dave Anderson, Joseph Mathieu, Robert Parlee, Ryan Blessing, Katy Nally, and other citizens.

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:05 p.m.
2. **Discussion and Possible Action on Acceptance of Poem From Martin Lopez**
Katy Nally read a prepared statement on behalf of Martin Lopez. R. Coyle moved to accept the poem given to the Board of Selectmen from Martin Lopez and to enter it into the minutes, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
3. **Additions to the Agenda**
J. Ford moved to change agenda item #8a to read, "Board of Assessment Appeals, John Bogush to be interviewed," add agenda items #8b, "Planning & Zoning Commission, member Joseph Mathieu to be reappointed to a term to expire 11/30/2013," and #8c, "Sewer & Water Commission, Ken Fargnoli to be interviewed," to switch agenda items #8i to #8g, to remove from the agenda item #11, "Discussion and Possible Action 2011 Revaluation Contract," and renumber accordingly, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
4. **Approve Minutes of the November 4, 2010 Board of Selectmen Special Meeting**
J. Ford moved to approve the minutes of the November 4, 2010 Board of Selectmen Special Meeting, seconded by R. Coyle. J. Ford and G. Cordova abstained. R. Coyle and G. Schuster approved. MOTION CARRIED.
5. **Approve Minutes of the November 4, 2010 Board of Selectmen Regular Meeting**
J. Ford moved to approve the minutes of the November 4, 2010 Board of Selectmen Regular Meeting, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
6. **Approve Minutes of the November 9, 2010 Board of Selectmen Special Meeting**
G. Cordova moved to approve the minutes of the November 9, 2010 Board of Selectmen Special Meeting, seconded by G. Schuster. J. Ford and R. Coyle abstained. G. Cordova and G. Schuster approved. MOTION CARRIED.

7. Citizen's Comments

J. McNair commented on the events leading up to and proceeding the November 9, Board of Selectman Special Meeting. T. Gilman, J. Stavola, and D. Philips commented in support of reappointing Police Commissioner G. Morron to the Police Commission. Submitted statements are attached.

8. Boards and Commissions – Interviews and/or Possible Appointments and Resignations

- a. **Board of Assessment Appeals. John Bogush to be interviewed.**
John Bogush was interviewed.
- b. **Planning & Zoning Commission. Member Joseph Mathieu to be reappointed for a term to expire 11/30/2013.**
R. Coyle moved to reappoint Joseph Mathieu as a member of the Planning & Zoning Commission for a term to expire 11/30/2013, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
- c. **Sewer & Water Commission. Ken Fagnoli to be interviewed.**
Ken Fagnoli was interviewed.
- d. **Economic Development Commission. Member appointment to a vacant term previously held by Jeffrey Koonankeil for a term to expire 10/31/14. Gregory Tardif to be interviewed.**
Gregory Tardiff was interviewed.
- e. **Historic District Commission. Member Nancy Anderson to be reappointed for a term to expire 11/30/2013.**
R. Coyle moved to reappoint Nancy Anderson as a member of the Historic District Commission for a term to expire 11/30/2013, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
- f. **Historic District Commission. Alternate Janice Adams to be reappointed for a term to expire 11/30/2013.**
R. Coyle moved to reappoint Janice Adams as an alternate to the Historic District Commission for a term to expire 11/30/2013, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
- g. **Parks & Recreation Commission. Member Melissa Kennedy to be reappointed for a term to expire 11/30/2014.**
G. Cordova moved to reappoint Melissa Kennedy as a member of the Parks & Recreation Commission for a term to expire 11/30/2014, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
- h. **Sewer and Water Commission. Member appointment for a new term previously held by Robert Tarlov to expire 06/30/2011. Ron Silberman was interviewed on 10/21/10. Discussion and Action on Ron Silberman for filling vacancy.**
Moved to appoint Ron Silberman as a member of the Sewer and Water Commission for a term to expire 06/30/2011, seconded by. Unanimously approved. MOTION CARRIED.
- i. **Police Commission. Member Glenn Morron to be interviewed.**
Glenn Morron was interviewed. R. Coyle moved to reappoint Glenn Morron to the Police Commission for a term to expire 11/01/13, seconded by J. Ford. R. Coyle and J. Ford voted in favor, G. Cordova and G. Schuster voted against. MOTION DEFEATED.

- j. **Police Commission. Patrick Mickens to be interviewed.**
Patrick Mickens was absent. No action taken.
- k. **Police Commission. Frank Jackter, Stanley L. Nolan, Edward Fusco, John W. Carroll IV, and Robert L. Kanaitis all interviewed on 10/26/10.**
R. Coyle moved to appoint Edward Fusco as a member of the Police Commission for a term to expire 11/15/13, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

G. Cordova moved to appoint Stanley L. Nolan as a member of the Police Commission for a term to expire 11/01/13, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

9. **Budget Transfers**

G. Cordova moved to approve the budget transfers of \$10,000 (Highway – Other Purchased Equipment) to \$10,000 (Highway – Professional Services), \$2,625 (Highway – Other Purchased Equipment) to \$2,625 (Highway – Equipment Rental), seconded by J. Ford. Unanimously approved. MOTION CARRIED.

R. Coyle moved to approve the budget transfers of \$1,500 (Parks & Recreation – Regular Payroll) to \$1,500 (Youth & Social Services – Regular and Part-Time Payroll), seconded by J. Ford. Unanimously approved. MOTION CARRIED.

10. **Tax Refunds & Rebates**

G. Cordova moved to approve the tax refunds of \$112.06 to Chase Auto Finance Corp and \$28.33 to Scott & Paulette Buchanan, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

11. **Discussion and Possible Action on Software Maintenance Agreement**

R. Coyle moved to accept the Software Maintenance Agreement and authorize the First Selectman to sign all documents associated with the Badger software and hardware support services agreement, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

12. **Discussion and Possible Action on Disposal Policy (Second Reading)**

No action taken

13. **Discussion and Possible Action on Flag Policy (First Reading)**

No action taken.

14. **Discussion and Possible Action on SCCOG Legislative Agenda**

No action taken.

15. **Discussion and Possible Action on Purchasing Policy Review**

Discussion on negotiations with lowest-bidder. No action taken.

16. **Citizen's Comments**

None.

17. **First Selectman's Report**

First Selectman G. Schuster reported that today was Sue Dubb's last day and discussed the possibility of filling that position; the town was recently audited for our election results; there was an inquiry to form a regional ethics board, but there was little interest; there will be another public hearing for the possible changes to the Inland/Wetlands Fee Schedule; and he recently met with the Probate Judge-Elect McGrath.

18. Liaison Report

J. Ford commented that the Conservation Commission has adopted their 2011 meeting schedule and of two recent actions that were positively resolved.

R. Coyle commented that the Commission on Aging is currently reviewing their by-laws and two members will be retiring from the commission. The Senior Center Study Group should have a recommendation for the Board of Selectmen in January. The Ad-Hoc Facilities Committee has met and will now get an assessment from various Town departments.

19. Executive Session to Discuss Hardship Withdrawal

R. Coyle moved to enter into executive session to discuss a hardship withdrawal, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Entered into executive session at 8:26 p.m.

Exited from executive session at 8:28 p.m.

20. Discussion and Possible Action on Hardship Withdrawal

G. Cordova moved to approve the hardship withdrawal, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

21. Adjourn

G. Cordova moved to adjourn at 8:29 p.m., seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrik M. Kennedy
Executive Assistant to the First Selectman

Attachments:

- Prepared statement from Martin Lopez
- Poem submitted by Martin Lopez
- Statement from James McNair on behalf of CCQ Editorial Board
- Statement from James Stavola
- Statement from Selectman R. Coyle
- Budget Transfer Requests
- Memo from Public Works Director M. Decker regarding Software Maintenance Agreement

Mr. Gregg Schuster, First Selectman

11-18-10

My name is Martin Lopez, a VFW, American Legion member and President of CT. Murrlett Marauders, a team that competes in the VA National Golden Age Games.

On August 7th while doing a fund raiser for the games, at Stop & Shop, I was robbed, but thanks to a few customers, who saw this happen, called Police who made their capture later that day.

It's not every day a Veteran gets robbed at a super market in the mid afternoon, but the news and local newspapers decided this was a story they could run, believe me I was very shocked, but?

After this happen I begin to realize very quickly to, this happened in my town, Colchester, CT. a town that cares very much for the military, including all Veterans.

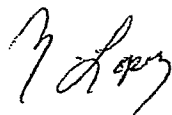
The support, both financial, and moral was great, even now anywhere I go, people are glad to see me, shake my hand, sorry for what happened to you, their just great to me.

Earlier this month I wanted to say thank you Colchester, so I contacted Mike a good friend who lives in MN. Told him what I needed, thus his poem for my entire town, Colchester, CT.

Mr. Schuster I thank you and every citizen for your support, to me and all Veterans who live in our town. If I make it to Hawaii, site of our 25th games, you and them will surely be on my mind.

Land of the Free, Because of the Brave,

Martin Lopez, Veteran



Thank You, Colchester

May the citizenry of Colchester be an example to others.

They opened their hearts to our sisters & brothers.
Freedom doesn't come easy, they have lost their share.
Vets, young and old, know that their neighbors care.

"The Marauders", your team, is Hawaii bound.
The support you have shown is surely profound.
We may be a bit older and really need our rest,
But rest assured we will do our best.

The "Legion", "Antique Vets", friends to us all.
When the need arose, the "Lions" and "Rotary" also answered the call.
We're truly honored that the kids put on a special show.
How much it meant to us they will never know.

"Stop & Shop" and "Noels Market" have earned our applause.
You and "Plum 'Tomato" supported our cause.
As we eat our chili, we want you to know,
We will do our best and have taken our "Beano".

Thank you so much "Colchester" we say with a tear,
We love our hometown, people and memories dear.

Written for "Mullets Marauders" for the
citizens of Colchester, Connecticut.
By: Michael D. Monfrooe USA Ret

A request for full transparency

We at Colchestercitizenswatch.com have a mission to increase transparency in our government. We realize that the Freedom of Information Act allows for party caucuses and polling of members to be held outside of public view. We realize that it is possible for votes to be set in stone well before any interviews even occur. While we realize all of you operate within the law, we hope you do the right thing. The public and the members being interviewed today all deserve total transparency; in particular, a full discussion of why each of you will decide to cast your vote one way or the other. Moreover, any clarity around any behind-the-door negotiations to gain compromise will be appreciated if they occurred.

Sincerely,

Sincerely,

James D. McNair III speaking on behalf the CCW Editorial Board- Pamela Shaw, Ginny Fitzgerald and Carol Tiziani

I want to take this opportunity to ask the Board to reappoint Mr. Morron to the Police Commission.

Over the past several months the police commission has been severely tested with the leaving of three police officer and two commissioners.

Through hard work and dedication Mr. morron has managed to keep the police commission functioning, with the appointments of three new officers, placement of a school resource officer in our schools which had been cut from the budget, and finally the ongoing process and pending promotion of Colchester's first sgt.

The men and women of the Colchester pd have come to respect and trust Mr. Morron for his sense of fairness, his experience, and his ability to balance the needs of the police with the needs of the community.

Ladies and gentleman, you have a man here that is dedicated and honest and is willing to take the time to serve his community.

Use his experience and reappoint Mr. Morr to the police commission.

JAMES STAVOLA
41 NATALIE LANE
COLCHESTER, CT 06415
(860) 537-8920

Volunteering is the practice of people working on behalf of others or a particular cause without payment for their time and services. Volunteering is generally considered an altruistic activity, intended to promote good or improve human quality of life. That definition describes the tenure of Glenn Morron on the Police Commission.

From the beginning Gregg you have not wanted to work with Glenn. Glenn and I met with you shortly after your election to try to establish a system of working together and better communication.

But you began the meeting by saying, "I have a hard time working with you because you ran against me." How was that the correct way to start a working relationship? Gregg, you were the winner as Glenn pointed out and Glenn was still very willing to work with you to move the police department forward.

But since that time, though Glenn has extended the hand several times, Gregg, you basically communicate via email and propose items without ever including the Police Commission.

Thanks Stan for trying to work with me to develop a solution to this issue but additional caveats prevented resolution.


So tonight in the worst political decision, Colchester will become East Hampton 2 and you will leave the police commission without a chair, without historical knowledge and without experience to move forward in the best interest of the town.

You are removing Glenn for what reasons? I guess it must be because he worked with the Police Commission (all volunteers)

1. To hire 2 new police officers after 3 left
2. To have a certified officer with a signed letter of intent ready to be hired once the police commission has members and can convene
3. To develop the sergeant's test and name a sergeant once the police commission has members and can convene
4. To retain the School Resource Officer even though staffing levels were down
5. To develop a staffing budget to address police coverage in Colchester and stay completely within the budget
6. To begin work but didn't finish rewriting all the rules and regulations because other issues became a priority
7. To begin work but didn't finish their strategic plan because other issues became a priority

This is a sad day for Colchester when politics trumps what's in the best interest of the citizens of Colchester and our police force. All Colchester volunteers should be treated with respect and recognized for the work that they do for the town on their own personal time. Thank you Glenn.

Memo

To: Gregg Schuster
From: Mark Decker 
CC: BOS/BOF
Date: 11/15/2010
Re: Transfer Requests

The Highway Department will be bringing forward two transfers at the next BOF and BOS meetings.

One is to rent equipment to clear out sediment basins that are in desperate need of clearing and the other is to contract for crack sealing. In both cases, we are requesting the money to fund the rental and contracted services from our "other purchases and supplies" line item. We really don't have any extra money in that line item but the work needs to be done and we'll have to make do with the remaining money the best we can.

The tractor/mower we would have liked to use for the sed basins is no longer functioning so we believe renting a machine and using our forces is more economical than hiring it out (about the same cost for 2 days of a contractor vs. a week of rental).

Typically, we crack seal using our equipment and manpower. However, I recently gave Kevin a list of about 35 roads that need crack sealing and there is no way he is going to be able to do all of it. There are 4 or 5 roads that have frequent cracking and really need something done. Because of the frequency of the cracks, hiring a contractor to do this work will be far more efficient than if we do it. We try to work on the roads where the cracks are more widely spaced (from crack to crack – not the size of the crack) where the contractor will be less productive and therefore more expensive than us doing the work. We will continue to work on the other roads using materials we have already purchased and our equipment and forces.

Please let me know if you have questions.

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

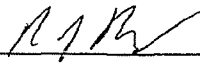
Department:

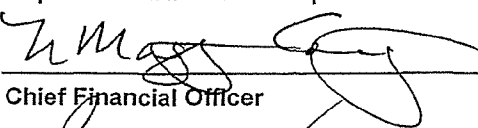
Reason for Request:

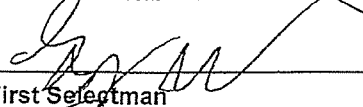
Reason for Available Funds:


From:	Account Number	Account Name	Amount
	<input type="text" value="42340"/>	<input type="text" value="Other Purchased Supplies"/>	<input type="text" value="10,000"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	Account Number	Account Name	Amount
	<input type="text" value="44208"/>	<input type="text" value="Professional Services"/>	<input type="text" value="10,000"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>


 Date Requested Department Director or Supervisor


 Date Reviewed Chief Financial Officer


 Date Approved First Selectman


 Date Approved Board of Selectmen Clerk

 Date Approved Board of Finance Clerk

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

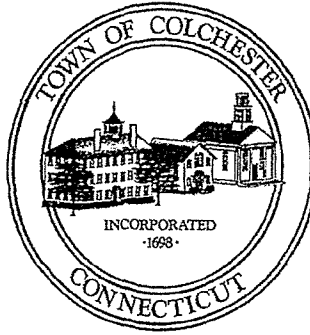
Department: Highway

Reason for Request: Brush hog work on sediment ponds and drainage rights of way.

Reason for Available Funds: Funds not available will result in some asphalt work not being performed.

From:	Account Number	Account Name	Amount
	42340	Other Purchased Supplies	2,625
	 	 	
	 	 	
To:	44237	Equipment Rental	2,625
	 	 	
	 	 	

Nov 9, 2010	
Date Requested	Department Director or Supervisor
11/9/10	
Date Reviewed	Chief Financial Officer
11/10/10	
Date Approved	First Selectman
11/18/10	
Date Approved	Board of Selectmen Clerk
 	
Date Approved	Board of Finance Clerk



Youth Services Bureau

November 9, 2010

To: Board of Selectmen and Board of Finance Members:

Colchester Youth & Social Services needs additional funding in order to meet the demands for services during the winter months. We are doing all that we can to meet the needs of everyone who walks through our door, but we simply don't have enough staff to complete all of the work that needs to be done during this very busy season. I am requesting that Amy McClafferty, Social Services Coordinator, have an additional 25 hours and Elizabeth Allard, Program Supervisor, an additional 70 hours between now and December 31st. Currently, our Social Services Coordinator works 20 hours each week and is paid 19.76 an hour. Elizabeth Allard works 3 hours a week managing the food bank, training volunteers and ordering food. She also works 7 hours a week at the youth center. Her hourly rate is \$13.01.

The cost of providing additional hours is as follows:

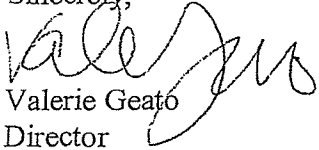
Amy McClafferty, additional 25 hours @ 19.76 = \$494.00

Elizabeth Allard, additional 70 hours @ \$13.01 = \$910.70

For a total of \$1404.70

Greg Plunkett has agreed to a transfer of funds from the Park and Rec. salary line item to cover the cost of this request.

Sincerely,


Valerie Geato
Director

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Youth Services

Reason for Request: Expand hours for part-time Social Services staff seasonally

Reason for Available Funds: Absence of Park & Rec Director

From:	Account Number	Account Name	Amount
	15201-40101	Regular Payroll	1,500

To:	Account Number	Account Name	Amount
	14102-40102	Regular and Part-time Payroll	1,500

Nov 15, 2010
Date Requested

Valerie Geato
Department Director or Supervisor - Signature
Print Name Valerie Geato / Greg Plunkett

Date Reviewed

Chief Financial Officer

11/15/10
Date Approved

[Signature]
First Selectman


11/18/10
Date Approved

[Signature]
Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Memo

To: Gregg Schuster
From: Mark Decker 
CC: BOS
Date: 11/15/2010
Re: Software Maintenance Agreement

Attached is a copy of Software and Hardware Support Maintenance Agreement for the Water/Sewer Department meter reading equipment and software. There is no cost associated with this for the first year as it is new (replacement) equipment.

Action requested: Motion to authorize the First Selectman to sign all documents associated with the Badger software and hardware support services agreement.

Please let me know if you have questions.

November 29, 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: Acceptance of roads as Town Roads

A handwritten signature in black ink, appearing to read "Sal Tassone", is written over the "From:" line of the letterhead.

The following roads have been completed and a 10% road maintenance bond is in effect for each of the roads. It is therefore recommended that these roads be accepted as Town Roads.

Please note:

It is advantageous for the Town to have these roads accepted prior to the end of year 2010 so they may be reported on the upcoming State TAR (Town aid for roads) yearly map update. If these roads are accepted prior to the end of 2010, the Town will be eligible to receive potential TAR funding to help maintain these roads.

Veccadola Drive (located off of Route 149)

This is an approximately 1100 feet long cul-de-sac. intersecting with Route 149/Westchester Road.

Oak Farm Drive – station 0+00 to 28+75 (located off of Route 16)

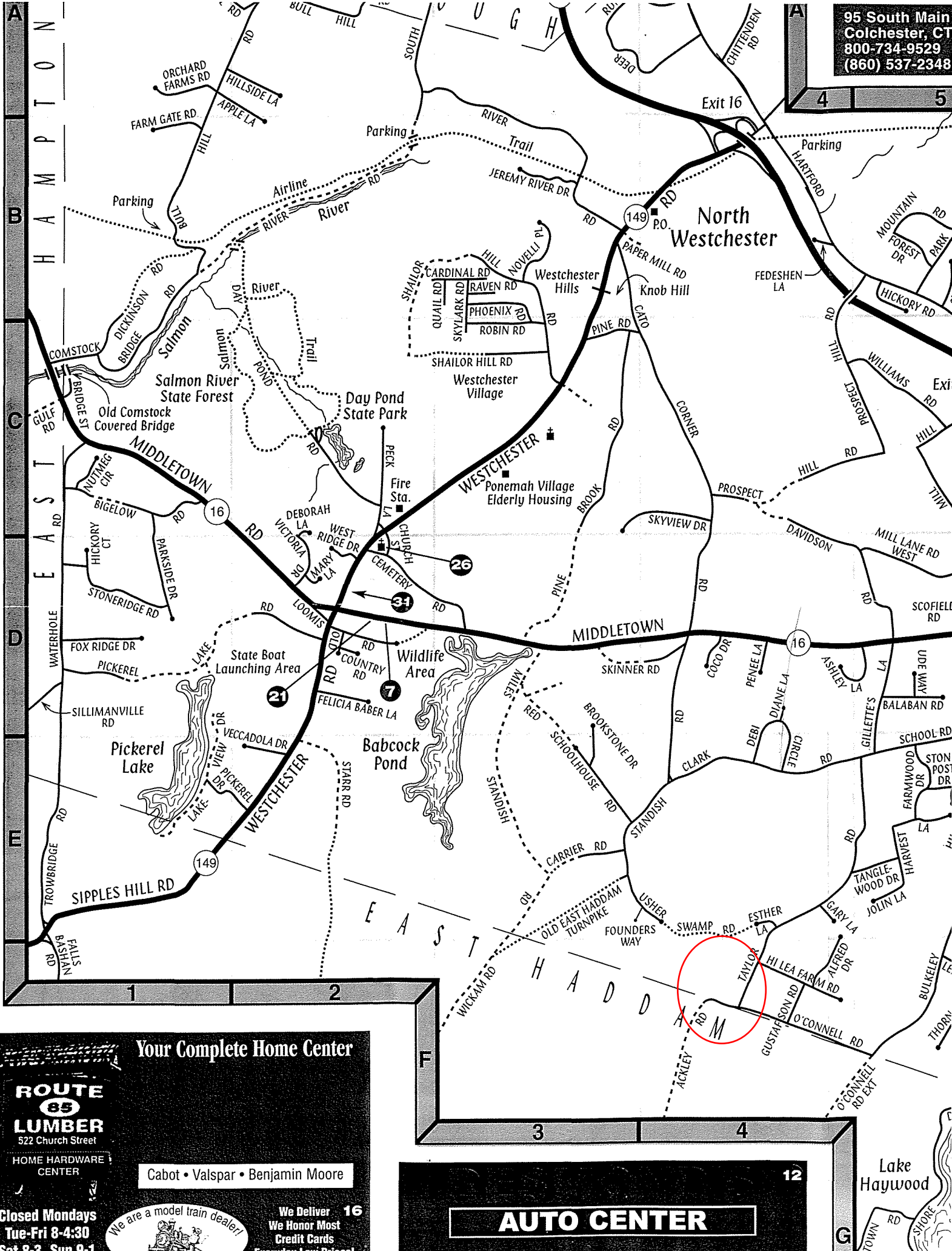
This is the approximately 2,875 feet long temporary cul-de-sac portion of Oak Farm Drive located within phase C of the White Oak Farms Subdivision. This road intersects with Route 16/Lebanon Avenue.

Please see attached map for the location of these two roads.

RECOMMENDED MOTION:

Recommend that the Town of Colchester accept Veccadola Drive and portion of Oak Farm Drive from station 0+00 (its intersection with Route 16) to station 28+75 (end of temporary cul-de-sac) as town roads.

95 South Main
Colchester, CT
800-734-9529
(860) 537-2348



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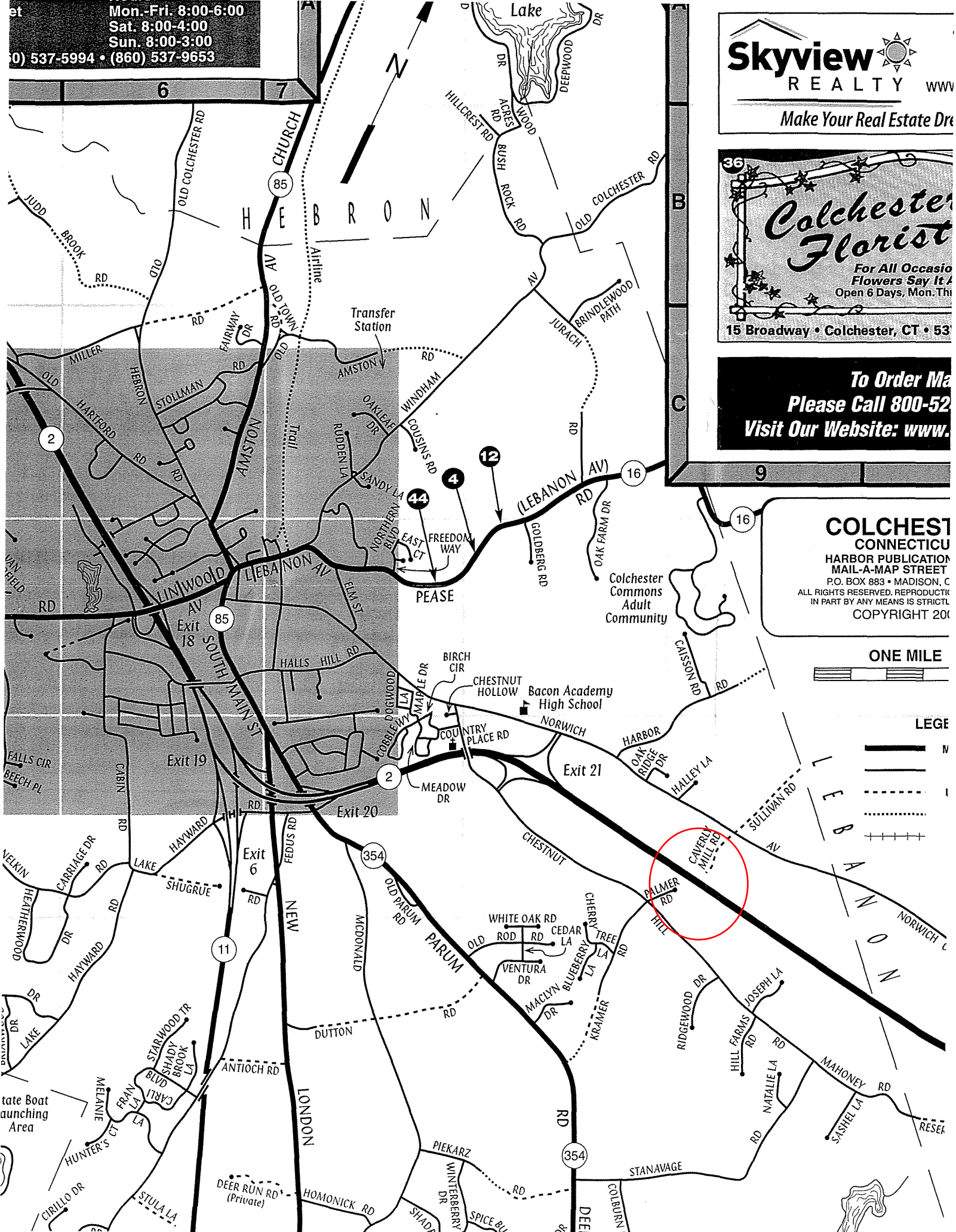
To Order Maps
 Please Call 800-521-5994
 Visit Our Website: www.colchestermaps.com

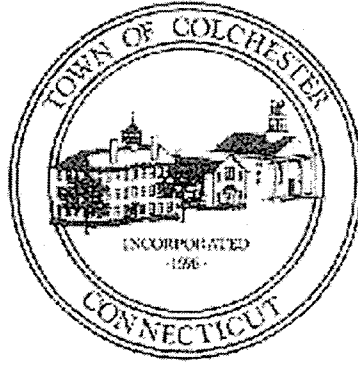
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ONE MILE

LEGEND

- M (Main Road)
- M (Minor Road)
- - - (Dashed Road)
- (Dotted Road)
- ++++ (Crossed Road)





DISPOSAL AND WRITE-OFF PROCEDURES FOR TOWN OF COLCHESTER OWNED SURPLUS MOVEABLE ASSETS

Effective Date

The present document contains the text of the policy, as approved by the Town of Colchester Board of Selectmen on _____ and is effective immediately.

Preface

The intent of this policy is to optimize and standardize the process for disposing of surplus, moveable Town of Colchester assets. Moveable assets are Town assets exclusive of land and buildings.

Ethics

The disposal of surplus Town of Colchester assets attracts considerable interest in industry and the general public. Public servants and contractors involved in the disposal process should demonstrate the highest integrity in all their actions. Care should be taken to avoid any actual or perceived conflict of interest.

Objective

To provide the best overall outcome for the Town of Colchester in its disposal of surplus moveable assets with value, to the end that:

- The highest net value is obtained through disposal;
- An open opportunity for all to participate in the disposal;
- The disposal process is characterized by prudence, probity and integrity;
- The health and safety of persons and the environment are protected.

Procedure

Declaring an Asset Surplus:

The department that has custody of an asset is responsible for identifying and declaring assets that are surplus to its requirements. The Department Head should provide, in writing, to the First Selectman the declaration as surplus, the basis for the declaration, and an accurate appraisal of the sale value of each asset to be disposed of. All Town departments shall be notified whenever surplus has been identified.

Typical reasons for disposal include:

- The asset is no longer needed due to change in operational requirements;
- The asset is technologically obsolete or incompatible with other asset(s);
- The asset has reached the point at which it is most economical to dispose of it (from age, usage, mileage, etc.), thus minimizing through-life costs;
- The asset is beyond economical repair;
- The cost of capital tied up, storage, handling, etc. cannot be justified when compared with the cost of alternatives, such as rental or just-in-time procurement;
- Continued possession or use of the asset contradicts occupational health or safety standards, or the asset contains hazardous materials, and so forth.

Preparing an Asset for Disposal:

It is the Department head's responsibility, before releasing an asset or for sale, to remove all:

- Town of Colchester markings, inventory, stickers, etc.
- Any hazardous material or dangerous or controlled substances;
- Town of Colchester two-way radios or telephones;
- Valuable or re-usable material contained therein.

Disposal Options:

Surplus moveable assets owned by the Town of Colchester are to be disposed of, when practical, by any of the following means as determined by the First Selectman to be in the best interest of the Town of Colchester to maximize revenue and minimize expenses. To the greatest extent feasible, the general public should have the opportunity to purchase surplus Town of Colchester assets.

- Public advertisement and sealed bid;
- Auction;
- Advertised "For Sale" at defined price;
- As trade value on a subsequent purchase;
- Transferred to another Town Department
- Assets with little or no market value may be transferred gratuitously or may be scrapped in an environmentally acceptable manner when this is the most cost-effective means of disposal and will withstand public scrutiny;
- In exceptional circumstances, valuable surplus assets may be transferred gratuitously to another town or city, or to a recognized charitable or non-profit organization, or sold at other than appraised value when, in the opinion of the First Selectmen, such action serves the public interest better than sale on the open market;

Department heads wishing to introduce alternative disposal means are to present their proposals to the First Selectmen requesting approval to use an alternative mean. This submission must present a clear business case showing the proposed disposal mechanism will result in greater overall benefit to the Town of Colchester than those already put in place.

Surplus assets are always to be sold, donated or transferred “as is, where is” with no warranty as to condition, serviceability or fitness for use. The Town of Colchester assumes no liability for accident, injury or loss resulting from the use of the asset subsequent to disposal.

Department heads are responsible for ensuring that any restrictions regarding disposal that were imposed as a condition of original purchase (e.g. agreements, treaties or licensing requirements) are respected and are imposed on any subsequent buyer with full force and effect. It is the department head’s responsibility to ensure the buyer of any such assets can be relied on to meet these obligations. Where such assets are being sold for museum display or scrapped, it is the department head’s responsibility to ensure the assets are permanently disabled to the satisfaction of the First Selectmen.

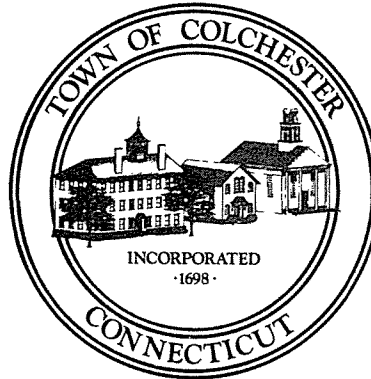
The First Selectman shall take into account the heritage value of surplus assets. When appropriate, representative examples of surplus equipment may be preserved and made available to organizations such as municipal and not-for-profit museums. Items designated lethal equipment (e.g. police weapons and weapon delivery systems) which must be rendered permanently inoperable.

Sale to a limited market or sale at other–than-appraised market value: The sale of Town of Colchester assets to a restricted group of purchasers at what may be other than the fair market value in order to meet specific purposes of the Town of Colchester must be approved by the Board of Selectmen. In cases where the asset has marketable value exceeding the projected cost of sale, a decision to dispose of the asset at lower than market value or by gratuitous transfer constitutes a donation from the Town of Colchester to the recipient. Forgoing potential revenue is equivalent to an expenditure of capital funds; this decision must always be approved by the Board of Selectmen as they will ensure that the arrangement constitutes the best interest of the Town of Colchester and that the decision would withstand the test of public scrutiny.

Proceeds of Disposal

Proceeds from all sales of Town of Colchester surplus moveable assets are to be made payable to the Town of Colchester. The benefit and costs of sales are to be assigned to the Town of Colchester’s Equipment Reserve budget regardless of the method of disposal.

Gregg Schuster



First Selectman

**TOWN OF COLCHESTER
TOWN HALL FLAG POLICY**

This policy serves as the official policy for the flag pole in front of Colchester Town Hall. The following items shall be complied with at all times:

- 1.0 Flags shall be displayed in accordance with all Federal and State Regulations
- 2.0 Flags shall fly at full-staff or half-staff, as determined by the President of the United States and/or the Governor of the State of Connecticut
- 3.0 No more than three flags shall be displayed on a single pole at one time, with the highest being the flag of the United States of America and the next highest being the flag of the State of Connecticut
- 4.0 A third flag may be displayed, with the approval of the Board of Selectman
 - 4.1 The MIA-POW or Town of Colchester flag is authorized as the third flag at all times, except when an authorized third flag is approved by the Board of Selectmen to be flown
 - 4.2 Any request to use a different third flag must be brought to Board of Selectmen for approval
 - 4.2.1 The request must be for a specific time period, not to exceed one (1) month
 - 4.2.2 The request must be sponsored by a Colchester resident
 - 4.3 Any third flag cannot be for a political, religious, or any other non-inclusive cause

Gregg Schuster




First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From: Gregg Schuster, First Selectman 

Date: 12/02/10

Re: Director of Facilities, Operations, & Grounds Job Description

With the resignation of the Director of Parks and Recreation, the Superintendent of Schools and myself have come to the conclusion that it would be a better fit for both the town and the school to have the Director of Facilities position modified to include supervision of the park maintenance crew.

As such, the attached revised job description was jointly reviewed and agreed upon. The Board of Education has reviewed and approved this job description.

The Director of Facilities, Operations, & Grounds will continue to supervise the recreation personnel until a final determination is made on the best organizational structure for that function is.

RECOMMENDED MOTION:

To accept the revised job description of Director of Facilities, Operations, & Grounds as presented.

Town of Colchester
and
Colchester Public Schools
Director of Facilities, Operations & Grounds
Job Description

Overview:

This is a highly responsible position requiring strong management skills and knowledge of municipal and education facilities and grounds management and operations “best practices.” This position manages the daily operations of all staff and contractors for school and town facilities and operations, including school transportation with the exception of transportation coordinated by the office of Pupil Services. This position involves the performance of a wide variety of functions.

Works under direct supervision of the First Selectman and the Superintendent of Schools as it relates to issues and policies pertaining to Town and Public School facilities and grounds while adhering to all Town of Colchester Charter and ordinances and Town and Board of Education policies.

Essential Duties and Responsibilities:

- Consults with and advises the Superintendent of Schools and First Selectman on issues and policies pertaining to school operations, public facilities and grounds.
- Carries out Capital Plan Program for Town and Public Schools as relates to buildings, grounds and pertinent facilities.
- Prepares operating and capital budget recommendations for public building design, construction, renovation, repair and maintenance, and manages all public building activities and projects funded via the Capital Plan and Program of the Town and Public Schools.
- Inspects, observes, and evaluates ongoing building construction or maintenance in coordination with building officials, Fire Inspectors, Building Committee, or other assigned personnel, including, but not limited to clerk of the works and architect.
- Develops and oversees a facilities inspection program and evaluates the quality of maintenance, custodial and safety programs and reports information to the Superintendent of Schools and First Selectman. Serves as co-chairman of the District Safety Committee.
- Works with the Superintendent of Schools and the Chief Financial Officer in preparing applications for the administration of State and Federal grants especially State Department of Education Building grants. Acts as a liaison to all Public Building Committees, including School Construction.
- Investigates and recommends energy conservation measures/programs and works with the Chief Financial Officer to purchase cost effective energy supplies.
- Develops design plans and bid specifications for bid documents for Capital Plan components, service contracts, etc. Participates in bid review process to ensure conformance with specifications.

- Maintains a variety of records for compliance with government specifications and relating to construction or repair projects, including resource allocation, and prepares reports, as required.
- Provides administrative support and evaluates Transportation Coordinator, Cafeteria Supervisor, Facilities Manager, Park Maintenance Crew Leader and outside contractors that provide services to the Town and Public Schools related to facilities, operations and grounds.
- Oversees the planning and coordination of maintenance schedules for all facilities and monitors implementation.
- Works with the Superintendent of Schools and principals to implement transportation policy established by the Board of Education.
- Provides written and oral reports, as required, to a variety of individuals, boards and commissions and attends meetings as requested.
- Develops bids specifications and recommends contractual agreements for architects, engineers, constructions managers, general contractors, and others involved with public building projects.
- Facilitates the development and ongoing review of district and school crisis plans and serves as Town and district's (EOC) Emergency Operations Coordinator in all facility issues under the Superintendent of Schools and First Selectman.
- Works with architects, engineers, contractors and Town and Public School officials to review and resolve problems associated with building and ground maintenance or construction projects.
- Maintains and administers an inventory program of all Town facilities for the purpose of developing and implementing a preventative maintenance program, recommends renovations to correct deficiencies and works with the Public Schools to develop the same, and completes required State Facility reports.
- Oversees the scheduling of preventative maintenance and repair work to all Town and Public School buildings and grounds, as well as the coordination of all operational maintenance, repairs and alterations, including, but not limited to, heating, ventilating, and air conditioning and power operation.
- Directs the planning, design constructions, inspection, maintenance and improvement of all grounds/property of the Town. Manages all aspects of the athletic grounds and field maintenance to provide a safe environment for athletic teams practice and competition, and for school physical education classes.
- Periodically monitor and review the operations of the Department for the purpose of evaluating effectiveness of operations, policies and practices. Identify problems, troubleshoot and take corrective action. Recommend ways and means of improving services.
- Works closely with the Facilities Manager and Park Maintenance Crew Leader to recruit, screen, hire, and train all maintenance personnel.
- Performs other duties as assigned by the Superintendent of Schools and First Selectman.

Knowledge, Skills & Abilities:

- Considerable knowledge of the principles and practices of construction techniques, architectural, and engineering principles and maintenance requirements, as related to the design, management and maintenance of public facilities.

- Ability to design, develop, and administer public facility, construction, renovation, maintenance, and management programs to meet the specific needs of the Town and Public Schools.
- Considerable knowledge of laws, rules, and regulations pertaining to facilities' engineering, architecture and maintenance work, including, but not limited to, local, State, and Federal life/safety and health codes, including Americans with Disabilities Act, fire and building codes.
- Considerable knowledge of all phases of capital project management and budgeting for public building facilities and grounds from inception through construction.
- Possess good planning and organizational skills.
- Ability to communicate effectively, both orally and in writing.
- Ability to establish and maintain effective working relationships with subordinates, other departments, and outside contractors.
- Performs other duties as may be required by the Superintendent of Schools and First Selectman.

Position Qualifications:

- Bachelor's degree plus four (4) years of progressively responsible professional project or facilities management experience.
- At least three (3) years of management or supervisory experience in the field of contract administration of building projects, building design, engineering, maintenance, construction or an equivalent combination of education and qualifying experience.
- Considerable knowledge of:
 - Public administration principles and practices relevant to facilities management and operations.
 - Principles of collective bargaining.
- Strong ability to:
 - Recommend and administer policies and procedures including facilities planning, governmental operations, construction management, project management, project estimates, and collective bargaining.
 - Establish and maintain working relationship with employees, department heads, administrators, elected and appointed officials, other governmental agencies, contractors and service providers.
 - Work with Microsoft Office Suite and Project Management Software.
- Strong verbal and written communication skills required with considerable emphasis on customer service.
- Team player with high ethical and professional standards and strong work ethic.

Other Requirements:

- Must be mobile, able to push/pull/lift objects of less than 20 pounds, and able to sit for prolonged periods. Able to perform moderately difficult manipulative skills and skills which require hand-eye coordination, such as keyboard skills or using a calculator.
- Must be able to concentrate on the fine detail with constant interruption, attend to task for periods longer than 60 minutes, remember multiple tasks that may be assigned to self and others over long periods and understand the theories behind several related concepts.

- Must be able to see objects closely, as in typing a report, hear normal sounds with some background noise, and communicate through human speech.
- Must be able to work in a professional manner with co-workers, customers, and the public at large.
- Main be exposed to: fluctuating temperatures; seasonable outdoor weather; grease; oil and dust; loud or unpleasant noises and electro-magnetic radiation from computer screens.
- Background check
- Screening for Tuberculosis (TB)

Terms of Employment:

12 month position

Evaluated by:

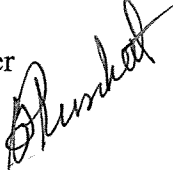
Superintendent of Schools and First Selectman

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

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

Tel. (860) 537-2296
Fax. (860) 537-1252
Cell (860) 303-0125

November 24, 2010

TO: Gregg Schuster
FROM: Greg Plunkett 
RE: Recreation Specialist

I am requesting the Recreation Specialist position be made full time on a temporary basis until June 30, 2011.

Since the Director of Parks and Recreation left in September we have been operating on an interim basis with me acting as the Director until a final decision about the reorganization of the department is made. While the grounds maintenance side of the department has been operating as usual, the recreation program side of the department has been short staffed. The director usually spends time working on the program offerings of the department. Besides not being my expertise I also do not have time to devote to programming given my other responsibilities.

When I met with you and Karen to discuss my serving as Director on an interim basis we talked about the possible need to add more staff and that after I was in the position for a while I would be in a better position to make a recommendation about the department's needs.

I know it is the Town's directive that the Program Fund be self supporting. Not only should the programs be supported by the fees paid but the staff that plans, advertises and supervises these programs should also be paid for by the fees collected. It is clear to me at this time that this can not be accomplished with the present staff.

We will continue to raise fees for programs as much as we can, knowing there is a point of diminishing returns. We need to sponsor more programs. There appears to be interest and support from the community but there is only so much the present staff can do. To offer additional programming requires more staff.

In addition the ability to attract and retain quality people to the part time position has been challenging. We have experienced a great deal of turn over since the position was created.

At this time you have created a planning group to investigate the possibility of creating a Community Services Department, a concept adopted by several towns in Connecticut. This committee will be bringing recommendations to you some time in the late winter. Our request to create this position until June 30 is in recognition of this study. It will allow us to maximize our programming efforts for the remainder of this fiscal year and not interfere with any recommendations that would be forthcoming about a possible reorganization.

We see the funding for this position to be as follows:

The 30 hours which are presently allocated to the position will continue to be paid for through the Program Fund.

Since by making the position full time (37.5 hours) it would become a union position the difference in salary for the present 30 hours and the salary for the additional 7.5 hours would be paid for from the savings realized in the director's salary. This would be a new position category and not equivalent to other program coordinators.

Funding would be provided as follows:

January 1, 2011 to June 30, 2011 – 26 weeks.

Program Fund would pay: 30 hours a week at \$16.00 per hour for 26 weeks = \$12,480.00

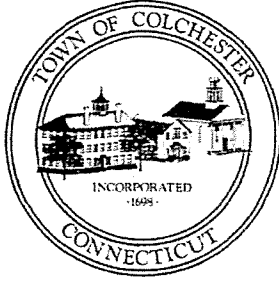
From Director's salary savings:

30 hours a week at 1.70 per hour for 26 weeks = \$1,326.00

7.5 hours a week \$17.70 per hour for 26 weeks = \$3,451.50

Total from Director's salary savings = **\$4,777.50**

Benefits for a single person - \$12,000



**Town of Colchester
Job Description**

**Recreation Specialist
Parks & Recreation**

GENERAL STATEMENT OF DUTIES

Assist the Recreation Supervisor in the effective planning, delivery and evaluation of comprehensive year-round, seasonal and special recreational activities and programs for the Town of Colchester.

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

WORK SCHEDULE

35 hours per week, with most hours during regular office hours: Mon.-Fri., 8:30am to 4:30pm; however must have the ability to be flexible and work nights and weekends as required.

SUPERVISOR

Works under the direct supervision of the Recreation Supervisor

ESSENTIAL DUTIES

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

- Initiation, oversight and development of new and existing program areas as assigned
- Preparation, promotion and supervision of special events as assigned
- Supervise part-time, seasonal & contractual employees; visit programs as needed.
- Assist in development of program budget
- Serve as reservation coordinator for facilities managed by Department
- Customer reception and service, including in-person, by email and by phone
- Assist in preparation of the seasonal program brochures
- Data Input and Reporting with recreation software (RecWare Safari/Activenet)
- Assist with web site maintenance of program areas
- Assist with office management in absence of Office Manager, including daily deposits, purchase requisitions, etc.
- Be punctual
- Be aware of and ensure the safety of the work site around you
- Participate in all staff meetings
- Attend workshops, trainings, and/or seminars as approved by the Recreation Supervisor
- Provide information needed for reports
- Related duties as assigned
- Comply with Town of Colchester Personnel Policies

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Must have:

- Overall working knowledge of current trends in recreation philosophy and management.
- Working knowledge & ability to plan, develop, promote and lead recreation programs.
- Good public speaking skills.
- Current computer skills, including word/data processing, desktop publishing

While performing the duties of this job, the employee is regularly required to stand, walk and talk. The employee frequently is required to sit; use hands to feel objects; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee is occasionally required to use the sense of smell.

The employee must be able to lift and/or move up to 50 pounds. 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

- Bachelor's Degree in Recreation management or in a related field preferred.
- Must be at least 21 years of age.
- Must have and maintain a valid Connecticut Motor Vehicle Operator's License.

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

While performing the duties of this job, the employee is required to work in outside weather conditions. The noise level in the work environment is usually moderate.

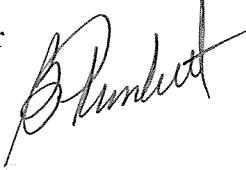
This job description is not all-inclusive and is subject to change by the First Selectman's Office at any time.

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

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

Tel. (860) 537-2296
Fax. (860) 537-1252
Cell (860) 303-0125

November 23, 2010

TO: Gregg Schuster
FROM: Greg Plunkett 
RE: Performance Contracting for Energy Improvements

Attached is the contract which will authorize Celtic Energy of Glastonbury to develop an RFP and assist us in securing the services of an energy services company to upgrade the lighting and mechanical systems at Town Hall. Celtic Energy was chosen as a result of an RFQ process we conducted. They are recognized as one of the premier energy engineering firms in the country and have performed the same service for many Towns and businesses in Connecticut. Among the towns they have worked for are: Farmington, Cheshire, Plainville, Glastonbury, Windham and West Hartford.

The funds to pay their fee will come from the ARRA grant we received.

I am requesting the Board of Selectmen authorize you to sign the contract with Celtic Energy.

**AGREEMENT
TOWN OF COLCHESTER
AND
CELTIC ENERGY, INC.**

THIS AGREEMENT made this _____ day of November, 2010 by and between the TOWN OF COLCHESTER (here in after referred to as the Town) located at 127 Norwich Avenue, Colchester, CT 06415 and CELTIC ENERGY, INC. (here in after referred to as Celtic Energy, Inc.), located at 701 Hebron Avenue Glastonbury, CT 06033.

WHEREAS, CELTIC ENERGY, INC. is in the business of providing energy savings performance contract consulting services as set forth in this Agreement; and

WHEREAS, the Town desires that Celtic Energy, Inc. provide energy savings performance contract consulting services as set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement the parties hereto mutually agree as follows:

TERM OF AGREEMENT: this Agreement shall be in effect for the PERIOD _____, 2010 to December 31, 2012 unless terminated under terms set forth herein.

SCOPE OF SERVICES: Celtic Energy, Inc. will provide the following services:

Celtic Energy, Inc. will provide third party consulting services in accordance with standard industry practices and concurrent with the progress of the Town's Performance Contracting (PC) project development. Celtic Energy, Inc. will complete the following tasks (Based on the Town's RFQ requirements):

1. Develop an RFP to secure an Energy Services Company to upgrade the energy efficiency of Town owned facilities through a performance contract.

- 1.1. Meet with Town staff and Energy Committee members to explain the ESPC process, ensuring all members are comfortable with the process prior to developing the ESCO RFP.
- 1.2. Work with the Town of Colchester Procurement and the Town Engineering, Construction and Facilities staff to set goals and commitments.
- 1.3. Assist the Town of Colchester in selecting the initial candidate facilities for the ESCO competition to be included in the Program. CEI recommends starting with the Town Hall and one other town building as "pilot" facilities.

- 1.4. Assist in the preparation of an RFP and Appendix data. Tasks will include:
 - 1.4.1. CEI will take our most recent RFP and assist in modifying it to comply with the Colchester Town Charter language as well as standard ESPC protocols in use across the country. CEI writes RFPs that are based on "Open Book" pricing. This gives the Town the ability to dispense with unneeded wrangling over project costs.
 - 1.4.2. Conduct initial assessments of the facilities included in the project RFP. We recommend selecting a few buildings for the ESCOs to evaluate and make recommendations on, as discussed above. This provides several benefits, including shortening the solicitation period, and the review time required by the Town. It also reduces the amount of time and effort each ESCO needs to invest in the proposal to a manageable amount. Since only one firm will be selected we don't want four or five firms each spending significant sums developing proposals.
 - 1.4.3. CEI will conduct a more detailed assessment for the several buildings that have been selected for the ESCOs to conduct Preliminary Audits upon.
 - 1.4.4. CEI will evaluate and prepare a list of minimum mandatory energy conservation measures (ECMs) that each ESCO will be asked to propose upon. This creates an opportunity to conduct an "apples to apples" comparison on ECM approach and pricing.
 - 1.4.5. Meet with Operation and Maintenance (O&M) staff to assess chronic problems and other improvement opportunities that can be addressed by the ESPC program.
 - 1.4.6. Prepare a list of O&M improvements for ESCOs to evaluate during proposal preparation.
 - 1.4.7. Appendix data that we can help assemble may include as-built plans, specifications, reports, equipment cut-sheets, utility data, O&M data, etc.
 - 1.4.8. Submit comments and contract RFP items to the Town for consideration.
 - 1.4.9. Once the Town has made modifications to the RFP, we will conduct a final review.
- 1.5. Explain the financing aspects of ESPC, and discuss possible incentives and grants from utility, State and Federal Agencies.

- 1.6. Explain the concept of Measurement & Verification (M&V), and assist the Town with M&V protocol selection/acceptance.
- 1.7. Participate in miscellaneous conference calls, email correspondence, etc. during RFP development.
- 1.8. Assist with and monitor the release of the RFP by the Town.
- 1.9. Organize and attend Initial ESCO and Pre-bid Meeting and Municipal tours. We will fully explain the expectations of the RFP to the ESCOs, and answer any questions that arise during the tour.
- 1.10. Answer technical questions and clarifications during bid period.

2. Review and evaluate the proposals submitted by the ESCO's. Submit a written report with comments.

- 2.1. CEI will review the ESCOs' proposals, including the preparation and submission of comments. Meet with Selection Committee to explain expectations of the Proposal Review. CEI will provide both Qualitative and Quantitative evaluation sheets to assist the Town in reviewing the proposals. Assist the Town of Colchester with establishing a shortlist of firms to interview.
 - 2.1.1. Attend all ESCO presentations. Prepare and ask pertinent questions to aid in the selection process.
 - 2.1.2. Participate in the review and selection recommendation of an ESCO to proceed forward with the development of a detailed energy audit. It is important to note that we will **not** be voting members of the selection committee, but acting in an advisory capacity only. It is recommended that only Town of Colchester employees or Energy Committee members comprise the selection committee.

3. Attend meetings as required with all interested parties.

- 3.1. Attendance at up to six meetings is included in description above. Our work is always done on a fixed fee basis. Once hired, we will finalize the scope and fees associated with the project so the Town knows exactly what their costs will be.

4. After ESCO selection, review the Investment Grade Audit reports submitted by the ESCO. Submit a written report with comments.

- 4.1. After the Town selects an ESCO, an Investment Grade Audit Agreement (IGAA) must be drafted authorizing the ESCO to conduct a Detailed Energy Audit. CEI will assist the Town through this process:

- 4.1.1. Assist the Town of Colchester in negotiating an IGAA and the Draft Energy Services Agreement (ESA) for the Project. The Draft ESA is important at this stage, so the ESCO knows what Terms and Conditions it will be subject to in the eventual award.
- 4.1.2. The IGAA is to allow the selected ESCO to conduct an Investment Grade Energy Audit (IGA). The IGA confirms the information presented in their initial proposal and develops the Energy Conservation Measures (ECMs). CEI will assist the Town to ensure that the ESCO complies with the requirements of the IGA, as set out in the RFP and IGAA.
- 4.1.3. After the IGAA is issued, the ESCO will begin the IGA. It is important to note that from this point forward, the Town of Colchester owns all of the products of the ESCO's work (if a final contract is awarded), and the ESCO's costs for its work are recoverable in the Project implementation price. This means that the Town may bear the burden of further development costs of the Project, so proper planning, including setting and enforcing of milestones becomes even more important. This is done at the IGA kickoff meeting, and in bi-weekly meetings and/or conference calls.
- 4.1.4. Subsequent to the development of the IGA, a contract will need to be executed between the Town and the ESCO for the execution and installation of the Project measures, for the O&M and Measurement & Verification (M&V) of the Project, for the post-Project reporting, and for the financing requirements of the Project. Along with the LOI a 'draft' Sample Contract will be provided to the ESCO to review simultaneous with the IGA development. Once the IGA is completed and accepted by the Town, then the Contract will be finalized and executed.
- 4.2. Prepare for and attend IGA Kick-Off Meeting, discuss ECMs, M&V, logistics, etc.
 - 4.2.1. CEI will assist the Town in planning and facilitating the IGA Kickoff meeting. The purpose of this meeting is to introduce new staff, to review any changes to the scope of the Project, to discuss the Town's and the ESCO's requirements and procedures for the IGA, and to establish timelines and milestones for Project development. Scope changes usually include finalizing the list of buildings to be included in the project.
- 4.3. Facilitate Bi-Weekly Conference Calls to Review IGA progress (Assume 120 day IGA)
 - 4.3.1. Participate in Bi-weekly calls/meetings to track progress of the IGA. It is imperative that the Town and Consultant monitor the ESCO's progress during the development of the IGA. There are many

opportunities to make interim decisions that will ensure a successful project. It will also allow for continuous review of the ESCO's proposed scope of work, energy savings calculations, etc. This is also the time to discuss the details of the M&V strategies and the establishment of an energy baseline to use for measurement of savings and for meeting contract requirements.

- 4.4. Review 30%, 60%, 90% Drafts and Final IGA for appropriateness of technologies, costs, savings, etc.
 - 4.4.1. Once the Draft IGAs have been completed, Celtic Energy will conduct a detailed analysis of the reports; prepare a list of questions, and clarifications for the ESCO to address. We will also review the Town's comments, and combine them with ours to submit to the ESCO. We will follow-up with the ESCO until all of the questions have been answered to the satisfaction of CEI and the Town.
 - 4.4.2. CEI will also assist the Town of Colchester negotiate other important aspects of the ESPC including energy escalation rates, operation & maintenance responsibilities, repair & replacement responsibilities, commissioning requirements, etc. necessary for a robust and successful contract.
 - 4.4.3. Once the Final IGA is submitted, Celtic Energy will conduct a brief analysis of the report to ensure all questions and clarifications from the Draft were addressed.
- 4.5. CEI will assist with contract negotiations and contract review.
 - 4.5.1. Upon approval of the IGA, and after ensuring that the ESCO has met all other requirements, CEI will help the Town negotiate the final contract. Most of these "negotiations" will have taken place during the finalization of the IGA. Some of the final negotiating points include the ESCO markups, CEI will be available to help Town personnel incorporate standard terms and conditions, process drafts through the legal department and present the Final Contract to the proper approval authorities.

5. Review the monitoring and verification (M&V) recommendations submitted by the ESCO.

- 5.1. The development of a valid energy baseline and an appropriate M&V strategy is fundamental to the overall viability of the project. CEI will review the parameters and measurement strategies to determine if they are in line with the International Performance Measurement and Verification Protocol (IPMVP) and other appropriate measurement and verification (M&V) protocols and guidelines published by the American Society of Heating Refrigerating and Air Conditioning Engineers (ASHRAE), for each piece of equipment and/or system, without

unnecessarily burdening the project with extra costs. Specifically, CEI will evaluate the performance measurement strategies include duration of measurements and alternative strategies to ensure that the appropriate level of rigor and accuracy is used to protect the Town and fulfill the intent of the contract requirements.

- 5.1.1. CEI will evaluate the risk and cost of the performance measurements strategies according to the methodology described in the M&V Guidelines.

6. Review the M&V documentation submitted at intervals during the first year after commissioning the project.

- a. It is required that there will be quarterly M&V reports by the ESCO during the first year.**
 - b. Offer an opinion of the accuracy and reasonableness of the information, documentation, and calculations.**
 - c. Offer an opinion of the accuracy and reasonableness of the assumptions and measurements.**
- 6.1. CEI manages dozens of performance contracts for a wide array of Federal, State, and Local Government agencies across the country. Our position on Measurement & Verification (M&V) follows the model of the US Department of Energy SuperESPC Program, and that of most other States, which requires the ESCO to conduct all M&V activities under the close watch and cooperation of the Owner and the Third Party Consultant. CEI will act as a Third Party in oversight of the ESCO's M&V activities for the term of the contract.
 - 6.2. As mentioned in the IGA section above, CEI works closely with the Town and the ESCO to negotiate a reasonable, cost-effective matrix of M&V plans, by ECM, based on the International Performance Measurement and Verification Protocols (IPMVP), which are the basis of virtually all ESPC contracts currently in use.
 - 6.3. Project Acceptance and Periodic Measurement & Verification of Energy Savings
 - 6.3.1. Upon notification from the ESCO that all ECMs are installed and the project is completed, CEI will assist the Town in performing the verification inspection of the equipment, of the operation, of the construction closeout reports and final submittals to ensure compliance with the contract and with the Town's requirements. CEI will also assist the Town in the preparation of any final punch lists; in review of the final M&V plan, the facility use, and energy baselines; in the examination of the M&V monitoring equipment to determine if it has been installed, calibrated and is operating as required; and to accurately measure and report energy use parameters. Once project systems and equipment are on line, CEI will review the monitored data during the first month of operation to ensure that all systems are

operating as expected and the necessary M&V parameters are being generated and logged. During the first year of operation, CEI will review the quarterly performance and/or M&V reports and ESCO invoices to the Town to ensure that the energy savings persist or if there are issues that they are identified early on for resolution.

- 6.3.2. CEI is also proposing to assist the Town with post project implementation annual reviews of the ESCO's M&V Reports, with baseline adjustments (if warranted), or with other performance contract issue for the term of the contract period, along with our base services.

PAYMENT SCHEDULE: In full consideration of services describe above numbered 1 through 3, to be rendered by Celtic Energy, Inc. to the Town, for the term of this Agreement, the Town agrees to pay Celtic Energy, Inc. the lump sum, including expenses fee of **\$35,000.00**.

Additionally, for any optional services not outlined above but requested by the Town and rendered by Celtic Energy, Inc. during the term of this agreement, the Town agrees to pay Celtic Energy, Inc. on an hourly basis according to the rates in effect at the time the services are rendered according to the Professional rate Schedule below. Expenses for automobile travel will be reimbursed according to IRS guidelines. All other appropriate expenses will be reimbursed using standard industry practices.

Professional Rate Schedule			
	2010	2011	2012
Administrative	\$63	\$66	\$70
Energy Engineer	\$100	\$105	\$115
Project Manager	\$145	\$150	\$160
Senior Engineer	\$180	\$190	\$210
Principal	\$195	\$205	\$225

Once the ESCO has been selected, Tasks 4 through 6 above will be priced, and a follow up fee proposal will be submitted to the Town.

INVOICE DUE ON MONTHLY BASIS: Celtic Energy, Inc. will submit invoices for services rendered on a monthly basis. The invoice shall include a statement for the billing period showing the percentage of the project completed, the types of services rendered, and the fees payable.

Payment to Celtic Energy, Inc. shall be made within thirty (30) days from receipt of invoice unless the Town notifies Celtic Energy, Inc. of a disagreement regarding the invoice. The Town shall give Celtic Energy, Inc. notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of the dispute. Failure to dispute an invoice shall not be deemed as an acceptance by the Town of said invoice and does not act as a waiver of the

Town's rights or prevent the Town from availing itself of any remedy or course of action(s) it has at law or in equity at a later date.

INDEPENDENT CONTRACTOR: All employees of Celtic Energy, Inc. shall be deemed employees of Celtic Energy, Inc. for all purposes and Celtic Energy, Inc. alone shall be responsible for their work, personal conduct, direction and compensation. Celtic Energy, Inc. acknowledges that it will not hold itself, its officer's employees and/or agents out as employees of the Town. Celtic Energy, Inc. understands and acknowledges that it is retained by the Town only for the purposes and to the extent set forth in this Agreement and its relationship to the Town, shall during the period of its services hereunder, be that of an independent contractor. Neither Celtic Energy, Inc. nor its employees shall be considered as having employee status and shall not be entitled to participate in any of Town's employee benefit programs including but not limited to: Social Security, Medicare, Worker's Compensation, retirement fringe benefits, unemployment insurance, liability insurance, and disability insurance. Similarly, Celtic Energy, Inc., its officers, its employees, and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment with the Town. Celtic Energy, Inc. agrees that this Agreement does not offer benefits of any nature whatsoever upon it other than payment for services provided herein. Celtic Energy, Inc. shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. Celtic Energy, Inc. shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining Agreement now or hereafter in effect between the Town and its employees.

INCOME TAX DESIGNATION AND INDEMNIFICATION: The Town shall not withhold from sums payable to Celtic Energy, Inc. under this Agreement any amounts for Federal, state or local taxes including income and employment taxes (i.e. Social Security, Medicare and unemployment compensation) unless required to do so by Federal or state law or legal garnishment. Celtic Energy, Inc. agrees that any tax obligation of Celtic Energy, Inc. arising from the payments made under this Agreement will be Celtic Energy, Inc.'s sole responsibility. Celtic Energy, Inc. will indemnify the Town for any tax liability, interest and/or penalties imposed upon the Town by any taxing authority based upon the Town's failure to withhold any amount from the payments for tax purposes.

Examination of Financial Records: The Town shall have the right, upon request, to examine any and all financial records maintained by or on behalf of Celtic Energy, Inc. that pertains to the services provided by Celtic Energy, Inc. pursuant to this Agreement.

TERMINATION NOTICE: Except as provided for below, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the amounts due and payable to Celtic Energy, Inc. to reflect services rendered up to the date of notice of termination of the agreement Celtic Energy, Inc. will not incur any additional expenses upon receipt of the Town's notification that Celtic Energy, Inc.'s services

have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the Town shall be completed by Celtic Energy, Inc. within (30) days of the termination date.

This Agreement may be terminated by the Town in the event of a material breach of agreement by Celtic Energy, Inc. upon ten (10) days written notice from the Town to Celtic Energy, Inc.

INSURANCE PROVISION: Celtic Energy, Inc. shall purchase and maintain from a company or companies lawfully licensed to do business in the State of Connecticut such insurance as will protect Celtic Energy, Inc. and the Town from claims set forth below for which Celtic Energy, Inc. may be legally liable, whether such operations be by Celtic Energy, Inc. or by anyone directly or indirectly employed by Celtic Energy, Inc., or by anyone for whose acts Celtic Energy, Inc. may be liable. Notwithstanding, any terms, conditions or provisions in any other writings between the parties, Celtic Energy, Inc. hereby agrees to name the Town as an unrestricted additional insured on Celtic Energy, Inc.'s insurance policies with the exception of Worker's Compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date shall precede the date of this contract. The policy naming the Town of Colchester as an additional insured shall:

Be purchased from an A.M. best rated "secured" insurer, authorized to conduct business in the State of Connecticut.

Contain a 30-day notice of cancellation of coverage.

The Town shall be listed as an additional insured by using endorsement CG 20101185 or equivalent. The certificate must state that this endorsement shall be included with the "Certificate of Insurance."

REQUIRED INSURANCE: Commercial/ General Liability Insurance \$1,000,000 per occurrence/\$2,000,000 annual aggregate.

AUTOMOBILE LIABILITY: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

WORKER'S COMPENSATION AND THE STATE OF CONNECTICUT

DISABILITY: Statutory Worker's Compensation, employer's liability and the State of Connecticut disability benefits insurance for all employees.

In the event that any of the insurance coverage to be provided by Celtic Energy, Inc. contains a deductible, Celtic Energy, Inc. shall indemnify and hold the Town harmless from the payment of said deductible, which deductible shall in all circumstances remain the sole obligation and expense of Celtic Energy, Inc.

Celtic Energy, Inc. shall provide the Town with evidence of the above insurance requirements at the time of execution of the written Agreement. Celtic Energy, Inc.

further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and shall subject Celtic Energy, Inc. to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages the Town sustains as a result of this breach. In addition, Celtic Energy, Inc. shall be responsible for the indemnification to the Town of any and all costs associated with such lapse in coverage including, but not limited, to, reasonable attorney's fees.

Prior to commencement of its services, Celtic Energy, Inc. shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

NOTICES: Any notices to be given under this Agreement by either party to the other may be effectuated by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change their address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual date of receipt; mailed notices will be deemed communicated as of two days after mailing.

Notices shall be delivered or mailed to:

Celtic Energy, Inc.
701 Hebron Avenue
Glastonbury, CT 06033

Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

ASSIGNMENT OF CONTRACT: Celtic Energy, Inc. shall not Sublet, transfer, assign or otherwise dispose of this contract or any portion thereon or of their right, title or interest therein, or of their obligations there under, without the written consent of the Town.

DISCRIMINATION: Celtic Energy, Inc. warrants that the services they provide to the Town pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of Connecticut.

SEVERABILITY: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement not so held shall remain in full force and effect.

NO PRIOR AGREEMENTS: This Agreement constitutes the full and complete Agreement between the Town and Celtic Energy, Inc., and as such, it supersedes

all prior written and oral Agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified in anyway except through the mutual written consent of both the Town and Celtic Energy, Inc.

AGREEMENT CONSTRUCTION: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

REPRESENTATIONS AND WARRANTIES: Celtic Energy, Inc. represents and warrants: 1) that Celtic Energy, Inc. has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that Celtic Energy, Inc. has not entered into or will not enter into any Agreement (whether oral or written) which does or will conflict with this Agreement.

AMENDMENT: This Agreement may only be amended in writing and the written amendment must be signed by the authorized representatives of both parties.

NONWAIVER: No action or failure to act by Celtic Energy, Inc. or the Town shall constitute a waiver of any right or duty afforded to them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in writing.

AUTHORITY TO ENTER AGREEMENT: The undersigned representative of Celtic Energy, Inc. hereby represents and warrants that the undersigned is an authorized representative of Celtic Energy, Inc. with full legal rights, power and authority to enter into this Agreement on behalf of Celtic Energy, Inc. and to bind Celtic Energy, Inc. with respect to the obligations enforceable against Celtic Energy, Inc. in accordance with its terms.

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

Date: _____

By: _____

Date: _____

By: _____

Christopher F. Halpin
President
Celtic Energy, Inc.

To: Gregg Schuster

From: Adam Turner

Re: STEAP grant for Lebanon Avenue Streetscape

Date: November 29, 2010

We were awarded a STEAP grant to design and install sidewalk, lighting and associated streetscape improvements in the Central Row as well as down Lebanon Avenue to the Airline Trail. As a requirement to proceed, the State requires the Board of Selectman to certify that the First Selectman is authorized to receive these funds in the name of the Town. Once this is completed, the Clerk can certify that we are ready to proceed. I have attached the relevant grant documents.

Motion:

Motion to certify that Gregg B. Schuster, First Selectman of Colchester is authorized to execute on behalf of this municipal corporation, a Grant Agreement with the State of Connecticut, for financial assistance to complete the Streetscape Improvements in the Central Row, along Lebanon Avenue and at the entrance to the Airline Trail Spur (STEAP 2011-15). In addition, Gregg B. Schuster is hereby authorized to enter into such agreements, contracts, and execute all documents necessary to said grant with the State of Connecticut.

It is further moved that Gregg B. Schuster was elected First Selectman, for a term of office beginning on November 16, 2009 and continuing until November 21, 2011 and that as the First Selectman, Gregg B. Schuster serves as the Chief Executive Officer for the Town of Colchester and has both the authority and the office to sign a grant agreement for financial assistance to complete the Streetscape Improvements in the Central Row, along Lebanon Avenue and at the Entrance to the Airline Trail Spur (STEAP 2011-15) on behalf of the Town of Colchester.

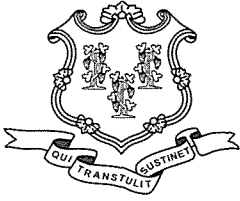
I, Nancy A. Bray, do hereby certify that I am the Town Clerk of Colchester, CT, a municipal corporation organized and existing under the laws of the State of Connecticut having its principal place of business at 127 Norwich Avenue, that I am the keeper of the municipal records and seal. That the following is a true and correct copy of a resolution duly adopted and ratified by the Town of Colchester on _____ in accordance with the charter of the Town of Colchester; and that the same has not in any way been modified, repealed or rescinded, but is in full force and effect.

Resolved, that Gregg B. Schuster, First Selectman of Colchester is authorized to execute on behalf of this municipal corporation a Grant Agreement with the State of Connecticut for financial assistance to _____. In addition, that Gregg B. Schuster is hereby authorized to enter into such agreements, contracts and execute all documents necessary to said grant with the State of Connecticut.

It is further certified that Gregg B. Schuster was elected First Selectman, that his term of office began on November 16, 2009 and will continue until November 21, 2011. As the First Selectman, Gregg B. Schuster serves as the Chief Executive Officer for the Town of Colchester and on December _____ had both the authority and the office to sign on behalf of the Town of Colchester a grant agreement for financial assistance to _____.

Dated at Colchester, Connecticut this _____ day of _____, 2010.

Nancy A. Bray
Town Clerk



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



November 9, 2010

The Honorable Gregg B. Schuster
First Selectman, Town of Colchester
Town Hall
127 Norwich Avenue
Colchester, Connecticut 06415

RE: Central District Air Line Trail Spur STEAP 2011-15

Dear Mr. Schuster,

At a meeting of the Connecticut Bond Commission, the above referenced project received approval under the Small Town Economic Assistance Program (STEAP) authority. The amount of this grant is \$285,000.00. In order for the Town of Colchester to access the grant funds awarded, the enclosed Personal Services Agreement needs to be executed.

Please follow and include all requested documentation as described below.

- ✓ The CEO must **sign and date** two copies of the Personal Services Agreement.
- ✓ A municipal resolution (one for each), with the municipal seal, authorizing the Chief Executive Officer to enter into the agreement needs to be attached to each agreement. The Town/City Clerk must certify this resolution, it must have, **clerks' signature, current date and municipal seal**. The format enclosed incorporates a Certificate of Incumbency, which is also needed.
- ✓ The enclosed Contract Compliance Assurance forms must be completed. The Town/City, as contractor, must fill out or be on the Contract Compliance Vendor's list in order for the State of Connecticut to process the agreement and reimbursement.

Please return all required documents to: Dave Stygar; Department of Environmental Protection; Office of the Commissioner, Constituent Affairs/Land Management; 79 Elm Street; Hartford, CT 06106-5127

We will make payment of the funds for this project upon approval of the enclosed agreement and submittal of appropriate billing documentation. Upon approval, a copy of the agreement will be forwarded to the Town for filing along with a reimbursement package. The reimbursement package will explain the procedures for billing/reimbursement. Funds will be deposited into a Reich & Tang account, which is an independent accounting firm administering state tax-free bonds. The Town must set up an account with this firm. The Town, in a time saving effort may set up the account before the receipt of an approved agreement, if it doesn't already have such an account. Reich & Tang will require a ten-digit number to set up the account. **The number for the Town of Colchester is 3100-15-0028.** Should Reich & Tang not contact the Town, feel free to call them at 1-800-221-3079.

Should you have any questions, please feel free to contact me at (860) 424-3081.

Sincerely,

David D. Stygar
Environmental Analyst
Program Coordinator

DDS:dds
Enclosures

(Printed on Recycled Paper)
79 Elm Street • Hartford, CT 06106-5127
www.ct.gov/dep
An Equal Opportunity Employer

SUGGESTED FORMAT (ON LETTER HEAD)

MUNICIPAL LETTERHEAD

RESOLUTION OF MUNICIPAL LEGISLATIVE BODY

I, **NAME**, do hereby certify that I am the **CLERK** of the **MUNICIPALITIES' NAME**, a municipal corporation organized and existing under the laws of the State of Connecticut having its principal place of business at **ADDRESS**, that I am the keeper of the corporate records and seal. That the following is a true and correct copy of resolutions duly adopted and ratified by the **NAME OF MUNICIPAL LEGISLATIVE BODY**, on **DATE** in accordance with the constituent charter of the **MUNICIPALITIES' NAME**; and that the same has not in any way been modified, repealed or rescinded, but is in full force and effect.

RESOLVED, that **NAME**, (**CEO**) of **MUNICIPALITY** be and hereby is authorized to execute on behalf of this municipal corporation an (**GRANT AGREEMENT** or **PERSONAL SERVICES AGREEMENT**) with the State of Connecticut for financial assistance to (**PROJECT SCOPE AS WRITTEN** (example "complete improvement to Veterans Park"))(**CSAP 2010-##, STEAP 2010-##, CUAP 2010-##....**).

IN ADDITION, that **NAME**, (**CEO**) is hereby authorized to enter into such agreements, contracts and execute all documents necessary to said grant with the State of Connecticut.

IT IS FURTHER CERTIFIED that **NAME** (**CEO**) was **ELECTED OR APPOINTED**, **TITLE**. His/Her term of office began on **DATE** and will continue until **DATE**. As the **TITLE**, **NAME** serves as the Chief Executive Officer for **MUNICIPALITIES' NAME** and on (**DATE** **CEO SIGNED THE AGREEMENT**) had both the authority and the office to sign on behalf of the (**MUNICIPALITY NAME**) a (**GRANT AGREEMENT** or **PERSONAL SERVICES AGREEMENT**) for financial assistance to (**PROJECT SCOPE AS WRITTEN** (example "complete improvement to Veterans Park")).

Dated at **CITY\TOWN**, Connecticut this **DATE** (to be certified after **CEO** signature date) day of **MONTH**, 2010.

SEAL

CLERKS' NAME



CONTRACT

COMPLIANCE

ASSURANCE

SAMPLE (Please use your official letterhead)

AFFIRMATIVE ACTION

POLICY STATEMENT

It has always been the policy and will continue to be the strong commitment of the _____ and all contractors and subcontractors who do business with this _____ to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. The _____ will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. The _____, its contractors and subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the Principles of Equal Employment Opportunity.

DATE

SIGNATURE

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in 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.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders’ good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

<p>MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p>BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p>COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists</p> <p>ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.</p>	<p>BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p>CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p>MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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PART IV - Bidder Employment Information

Date:

(Page 4)

JOB CATEGORY	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination	
SOURCE	YES	NO	% of applicants provided by source				
State Employment Service				Work Experience			
Private Employment Agencies				Ability to Speak or Write English			
Schools and Colleges				Written Tests			
Newspaper Advertisement				High School Diploma			
Walk Ins				College Degree			
Present Employees				Union Membership			
Labor Organizations				Personal Recommendation			
Minority/Community Organizations				Height or Weight			
Others (please identify)				Car Ownership			
				Arrest Record			
				Wage Garnishments			

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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PROJECT QUESTIONNAIRE

To be Completed by Contractors For Each Project Funded (in whole or in part) by a Grant or Contract with the Department of Environmental Protection

Contractor's Name: _____

Street: _____

Town/City: _____

State: _____

Zip Code: _____

Services Provided/Project Title: _____

Work Site/Location: _____

Contractor's Contact Person: _____

Telephone: _____

Are you a **Minority Business Enterprise (MBE)**? Yes No

Are you a **Women's Business Enterprise (WBE)**? Yes No

Subcontractors Involved? Yes No

Number of Subcontractors: _____

1. Do you intend to utilize **Minority Business Enterprises (MBE)** or **Women's Business Enterprises (WBE)** as subcontractors for this project/contract?

Yes No N/A, not subcontracting .

NOTE: If you have indicated that you will be utilizing MBE/WBE's as subcontractors, you will be sent a Contractor's Minority Business Enterprise Utilization Form and an Affidavit which are to be completed after the contract has been awarded and the subcontractors have been selected or you can access: the form electronically at:

http://www.state.ct.us/chro/metapages/ContractCompliance/CC_forms/SubContrMBEAffidavit.pdf.

2. For each subcontractor, please list name, address, telephone number and principal place of business; also indicate which are MBE/WBE and the dollar amount awarded to subcontractor(s).

MBE	WBE	Name, Address, Telephone Number and Principal Place of Business	Amount
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		

3. Describe significant factors impeding Good Faith effort to utilize MBE/WBE's as subcontractors ("Good Faith" means that degree of diligence, which a reasonable person would exercise in the performance of legal duties and obligations).

4. Is this project a **Public Works project**? (Public Works Contract means an agreements for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property.)

Yes No

STATE OF CONNECTICUT - AGENCY VENDOR FORM

SP-26NB Rev. 4/03

IMPORTANT: ALL parts of this form must be completed, signed and returned by the vendor.

READ & COMPLETE CAREFULLY

COMPLETE VENDOR LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
<small>WRITE/TYPE SSN/FEIN NUMBER ABOVE</small>			
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR			
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.			
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT)			
E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.			
NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?			
VENDOR ADDRESS	STREET	CITY	STATE ZIP CODE
<small>Add Additional Business Address & Contact Information on back of this form.</small>			
VENDOR E-MAIL ADDRESS		VENDOR WEB SITE	
REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.			
REMIT ADDRESS	STREET	CITY	STATE ZIP CODE
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
1 ST BUSINESS PHONE:	Ext. #	HOME PHONE:	
2 ND BUSINESS PHONE:	Ext. #	1 ST PAGER:	
CELLULAR:		2 ND PAGER:	
1 ST FAX NUMBER:		TOLL FREE PHONE:	
2 ND FAX NUMBER:		TELEX:	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR			DATE EXECUTED
← SIGN HERE			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO			
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS			
FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL <input type="checkbox"/> EDI
If EDI was selected, give us a person to contact in your company to set up EDI:			
NAME:			
E-MAIL ADDRESS:			
TELEPHONE NUMBER:			
FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL

ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social security number

or

Employer identification number

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



1. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS STATED ON THE REVERSE SIDE OF THIS SHEET

- GRANT
 PERSONAL SERVICES AGREEMENT

(1) CONTRACT <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION NO. P.S. P.O.
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CONTRACTOR	(3) CONTRACTOR NAME TOWN OF COLCHESTER		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS TOWN HALL, 127 NORWICH AVENUE, COLCHESTER, CT 06415		CONTRACTOR FEIN/SSN 06-6001974
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEP - OFFICE OF THE COMMISSIONER, CONSTITUENT AFFAIRS/LAND MANAGEMENT, 79 ELM ST., HARTFORD, CT 06106		(6) AGENCY # DEP43153

CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) Execution + 5Yrs.	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER
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COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) The Contractor, the Town of Colchester to be referred to as "Municipality" or "Contractor" will utilize said funding to complete improvements within the Town's Central District which is located, within the territorial limits of the Town of Colchester. The work to be completed for this project site is on a two-sided page, attached hereto and incorporated herein as Attachment B. Additional terms and conditions governing this agreement, and the funds provided under a grant, are identified on the reverse side of this page and on Attachment A, which is incorporated herein and made a part hereof.
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COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. The Commissioner will make payment of any and all funds from this grant-in-aid on a reimbursement basis subject to approval of requests for payment, in her sole discretion. The Municipality is responsible to supply appropriate documentation to the administering agency (agency address, see Item #5), of cost relating to the project. The maximum amount to be reimbursed to the Municipality under this contract is \$285,000.00
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(11) COMMITTED AMOUNT \$ 285,000.00	(12) OBLIGATED AMOUNT \$
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(12) AMOUNT	(14) DEPT.	(15) FUND	(16) SID.	(17) PROGRAM	(18) PROJECT	(19) ACTIVITY	(20) BUD REF	(21) AGENCY CF1	(22) AGENCY CF2	(23) ACCOUNT
\$285,000.00	DEP43153	12052	40531	64004	DEPA00028200508		2011			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d)(2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(24) STATUTORY AUTHORITY CGS Sec. 22a-6(a)(2) as amended; Public Act 2009-02, Sec. 1 (September Special Session)	
(25) CONTRACTOR (OWNER OR AUTH. SIGNATURE)	TITLE Gregg B. Schuster, First Selectman	DATE
(26) AGENCY (AUTHORIZED OFFICIAL)	TITLE Amey W. Marrella, Commissioner	DATE
(27) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

DISTRIBUTION: CONTRACTOR AGENCY

FUNDS AVAILABLE _____ DATE _____

TERMS / CONDITIONS

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.

CONNECTICUT GENERAL STATUTES

1. 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).

INDEMNIFICATION

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.

(b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency.

(e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

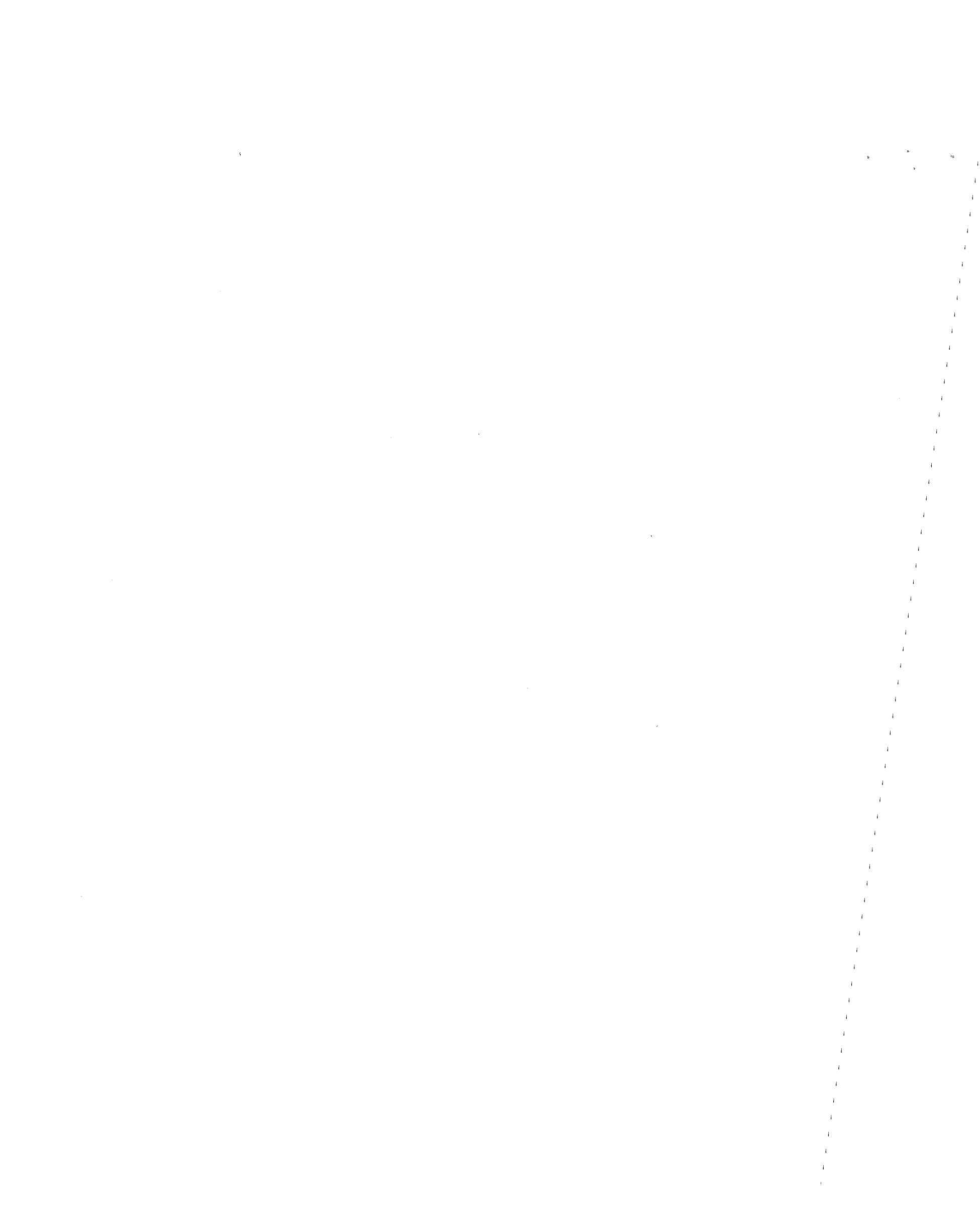
(f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

ATTACHMENT A

1. Commissioner. For the purposes of this contract, "Commissioner" means the Commissioner of Environmental Protection or her designated agent. All correspondence submitted in accordance with this contract shall be submitted to: Department of Environmental Protection, Office of the Commissioner, Constituent Affairs/Land Management, 79 Elm Street, Hartford, CT 06106-5127.
2. Acknowledgment. The Contractor shall provide credit to a grant from the State of Connecticut administered through the Department of Environmental Protection for its contribution to the project.
3. Change in Scope of Work. Any proposed change in the Scope of Work included in Attachment B must be requested in writing to the Commissioner and, if acceptable, authorized through a contract amendment. Changes in the Scope of Work may not be made in any other way.
4. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner or her authorized representative at her sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in her sole discretion, terminate or cancel this contract.
5. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
6. Assignability. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto; provided, however, that claims for money due or to become due the Contractor from the Commissioner under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
7. Third Party Participation. The Contractor may make sub-awards to conduct any of the tasks in the Scope of Work contained in Attachment B. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated at least 2 weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. Municipality agrees that the awarding of service contracts to complete the scope of the project as defined in Attachment B, shall follow established municipal purchasing/contract awarding procedures or proceed with competitive open bidding for contracts in excess of ten thousand dollars (\$10,000) whichever is stricter.
8. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
9. Definition of "Execution". This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
10. State Audit (for grants only). The Grantee receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Grantee receiving state funds must comply with the Connecticut General Statutes Section 7-396a and 396b, and the State Single Audit Act Sections 4-230 through 4-236 inclusive, and Regulations promulgated thereunder. The Grantee agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years from the date the project is completed. Such records shall be made available to the state and/or federal auditors upon request. Municipality agrees to supply said audit to the Commissioner.
11. Campaign Contribution. 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. See attached SEEC Form II.
12. Sovereign Immunity: The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
13. Cancellation/Termination: This contract shall remain in full force and effect for the entire term of the contract period stated unless cancelled by DEP giving the Contractor written notice of such intention at least 30 days in advance. DEP reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available. Notwithstanding any provisions in this contract, DEP, through a duly authorized employee, may terminate the contract whenever the agency makes a written determination that such termination is in the best interests of the State. DEP shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete performance under the contract prior to such date. DEP has forty-five (45) days after the effective date of termination or cancellation to reimburse the Contractor for its performance rendered and accepted by the DEP in addition to all actual and reasonable costs incurred in completing the portions of performance, which the contractor was required to complete, by the termination or cancellation notice. DEP reserves the right to recoup any deposits, prior payment, advance payment or down-payment made if the contract is cancelled or terminated prior to performance being rendered for which said deposits or payments were made.
14. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
15. Forum and Choice of Law: The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.



ATTACHMENT B

SCOPE OF WORK

Purpose: The Contractor, the Town of Colchester to be referred to as "Municipality" or "Contractor" will utilize said funding to complete improvements within the Town's Central District which is located, within the territorial limits of the Town of Colchester.

Description: The improvements to be completed within the Town's Central District are defined below:

- ❖ Improve, replace and expand upon the existing sidewalk which extends from the intersection of Main Street & Lynwood Avenue along the west side of Main Street to Lebanon Avenue (Route 16) then easterly along the northerly side of Lebanon Avenue to the Air Line Trail Spur.
- ❖ The sidewalk improvements include the demolition and removal, grading and compaction, purchase, pouring, forming and design (color & pattern) of the concrete sidewalk, purchase and installation of curbing.
 - The Sidewalk design constitutes a red (brick color) concrete with an embossed brick pattern to be located in front of the Merchants Row along Main Street.
 - The design along Lebanon Avenue will add to the existing sidewalk by including a 3-foot wide area made of concrete brick pavers. Where required to maintain a consistent sidewalk elevation sections of the existing sideway may be demolished and replaced. The coloring of the pavers will correspond to the sidewalk located along Merchants Row adding to a consistent marking of a pedestrian/cycling pathway to the Air Line Trail Spur Trail Head.
- ❖ The purchase and installation of period lighting, which includes base lighting footings, wiring, purchase and installation of lighting fixtures (lighting fixture will be of an energy efficient design) and connection to service.
- ❖ Development of a parking lot/trail head area and trail entrance gateway at the Air Line Trail Spur.
- ❖ Landscaping of the disturbed area.

1. Design: The Municipality agrees that the location, design materials and work schedule related to this project are completed with the full knowledge and approval of the local property-managing department and the facility manager. That the design, installation and construction shall comply with all State of Connecticut building codes, the intent of the Americans with Disabilities Act (handicapped accessibility) and be of a nature that will minimize maintenance and ensure public safety.
2. Permits: The Municipality is responsible for developing and obtaining all applicable permits prior to construction. Such permits may include but not be limited to Flood Management Certification CGS 25-68(b)-(h), Stream Channel Encroachment, Inland Wetlands & Watercourses CGS 22a-36, Water Diversion, Dam Safety, Stormwater Construction Discharge Permit, Coastal Consistency Certification, Tidal Structure & Dredging, Army Corp of Engineers 401 and 404. The approval of this contract/agreement does in no way constitute approval of, or preferential consideration, to any permit that may be required for, or applied for by the Municipality to the Department of Environmental Protection or other State Departments to complete the described project scope as defined above.
3. Ownership: The Municipality represents that said Municipality is or will become the grantee before the expiration of this agreement of land acquired under this agreement in fee simple, permanent easement or right-of-way or be the record owner of the land and building upon which the project described above is located. Ownership shall be in the form of fee simple, free from any lien or claim that would prevent such land from being retained and utilized for the use or uses outlined above. Being the recorded owner, the Municipality agrees to maintain the project area after development/improvement properly and efficiently and to provide assurance of such operation and maintenance as may be required by the Commissioner for a period not to exceed the life expectancy, ten years, or till total destruction or degradation by an act of nature whichever comes first.
4. Accessibility to the Public: The Municipality shall erect a permanent plaque or sign on said property acknowledging that said property/project is a public recreational facility and that said property received a grant from the State of Connecticut administered through the Department of Environmental Protection. Said property/project is a public area and as such, it shall be open to the public. The public, for purposes of this agreement shall be defined as any resident of any municipality, state, country or nation.
5. Fees: Should a parking/patron fee be levied on patrons to use this park, the Municipality agrees not to charge a fee to nonresidents of the Municipality an amount that exceeds twice that charged to residents of the Municipality. Where there is no charge to residents but a fee is charged to nonresidents, nonresident fees cannot exceed those charged at comparable State or local facilities. Reservation, membership or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents.
6. Bond Funding: The Municipality and the State understand and agree that the State Bond Commission on August 17, 2010 allocated funding for this project. Upon approval of this agreement by the Office of the Attorney General, grant funds for the above described project shall be available for release to the Municipality from the date funding was allocated by the State Bond Commission and contingent upon the Municipality meeting the terms and conditions of this contract/agreement and by the Commissioner's approval.

7. Submission of Materials: For the purposes of this contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Environmental Protection
Office of the Commissioner
Constituent Affairs/Land Management
79 Elm Street
Hartford, CT 06106-5127

8. Project Summaries/Submission of Invoices: The Municipality agrees and understands that this assistance is reimbursement based, that following execution of the contract/agreement the Municipality shall submit copies of invoices, bills or evidences of incurred cost related to the project scope as defined, to the Constituent Affairs/Land Management Division of DEP. Said submittals shall include a status of the project. If no reimbursement request is submitted within a six-month period, the Municipality is required to submit a project status report. Said reports shall be required every six months during the time the contract/agreement is in effect. Such status reports shall include a brief description indicating the work completed to date and the anticipated project completion date if different from the current contractual expiration date.
9. Extensions: Formal written amendment of the contract is required for extensions to the final date of the contract period and to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:
1. revisions to the maximum contract payment,
 2. the total unit cost of service,
 3. the contract's objectives, services, or plan,
 4. due dates for reports,
 5. completion of objectives or services, and
 6. any other contract revisions determined material by DEP.

If it is anticipated that the project can not be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

10. Final Report: The Municipality agrees to submit a final report to the Commissioner within 30 days after the expiration date of this contract. Said report shall include, but not be limited to, photos of the project area, copies of applicable permits or certificates, certification that all elements of the project scope as defined have been completed.
11. Final Financial Report. Within 30 days of the expiration date of this contract, the Contractor shall submit a Final Financial Report to the Constituent Affairs/Land Management Division, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal.
12. Overpayment: The Municipality agrees that should the total project cost be less than the amount of payments made, any remaining funds shall be returned to the Department of Environmental Protection within 120 days of the contract expiration date.

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee; In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

TOWN OF COLCHESTER STEAP 2011-15

CHECK ONE

- GRANT
 PERSONAL SERVICES AGREEMENT

1. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS STATED ON THE REVERSE SIDE OF THIS SHEET

(1) CONTRACT <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION NO. P.S. P.O.
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CONTRACTOR	(3) CONTRACTOR NAME TOWN OF COLCHESTER	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS TOWN HALL, 127 NORWICH AVENUE, COLCHESTER, CT 06415	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEP - OFFICE OF THE COMMISSIONER, CONSTITUENT AFFAIRS/LAND MANAGEMENT, 79 ELM ST., HARTFORD, CT 06106	CONTRACTOR FEIN/SSN 06-6001974
	(6) AGENCY # DEP43153	

CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) Execution + 5Yrs.	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
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COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) The Contractor, the Town of Colchester to be referred to as "Municipality" or "Contractor" will utilize said funding to complete improvements within the Town's Central District which is located, within the territorial limits of the Town of Colchester. The work to be completed for this project site is on a two-sided page, attached hereto and incorporated herein as Attachment B. Additional terms and conditions governing this agreement, and the funds provided under a grant, are identified on the reverse side of this page and on Attachment A, which is incorporated herein and made a part hereof.		
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COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. The Commissioner will make payment of any and all funds from this grant-in-aid on a reimbursement basis subject to approval of requests for payment, in her sole discretion. The Municipality is responsible to supply appropriate documentation to the administering agency (agency address, see Item #5), of cost relating to the project. The maximum amount to be reimbursed to the Municipality under this contract is \$285,000.00		
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(11) COMMITTED AMOUNT \$ 285,000.00	(12) OBLIGATED AMOUNT \$
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(12) AMOUNT	(14) DEPT.	(15) FUND	(16) SID.	(17) PROGRAM	(18) PROJECT	(19) ACTIVITY	(20) BUD REF	(21) AGENCY CF1	(22) AGENCY CF2	(23) ACCOUNT
\$285,000.00	DEP43153	12052	40531	64004	DEPA00028200508		2011			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d)(2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(24) STATUTORY AUTHORITY CGS Sec. 22a-6(a)(2) as amended; Public Act 2009-02, Sec. 1 (September Special Session)	
(25) CONTRACTOR (OWNER OR AUTH. SIGNATURE)	TITLE Gregg B. Schuster, First Selectman	DATE
(26) AGENCY (AUTHORIZED OFFICIAL)	TITLE Amey W. Marrella, Commissioner	DATE
(27) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

DISTRIBUTION: CONTRACTOR AGENCY

FUNDS AVAILABLE _____ DATE _____

TERMS / CONDITIONS

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.

CONNECTICUT GENERAL STATUTES

1. 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).

INDEMNIFICATION

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

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

ATTACHMENT A

1. Commissioner. For the purposes of this contract, "Commissioner" means the Commissioner of Environmental Protection or her designated agent. All correspondence submitted in accordance with this contract shall be submitted to: Department of Environmental Protection, Office of the Commissioner, Constituent Affairs/Land Management, 79 Elm Street, Hartford, CT 06106-5127.
2. Acknowledgment. The Contractor shall provide credit to a grant from the State of Connecticut administered through the Department of Environmental Protection for its contribution to the project.
3. Change in Scope of Work. Any proposed change in the Scope of Work included in Attachment B must be requested in writing to the Commissioner and, if acceptable, authorized through a contract amendment. Changes in the Scope of Work may not be made in any other way.
4. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner or her authorized representative at her sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in her sole discretion, terminate or cancel this contract.
5. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
6. Assignability. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
7. Third Party Participation. The Contractor may make sub-awards to conduct any of the tasks in the Scope of Work contained in Attachment B. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated at least 2 weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. Municipality agrees that the awarding of service contracts to complete the scope of the project as defined in Attachment B, shall follow established municipal purchasing/contract awarding procedures or proceed with competitive open bidding for contracts in excess of ten thousand dollars (\$10,000) whichever is stricter.
8. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
9. Definition of "Execution." This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
10. State Audit (for grants only). The Grantee receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Grantee receiving state funds must comply with the Connecticut General Statutes Section 7-396a and 396b, and the State Single Audit Act Sections 4-230 through 4-236 inclusive, and Regulations promulgated thereunder. The Grantee agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years from the date the project is completed. Such records shall be made available to the state and/or federal auditors upon request. Municipality agrees to supply said audit to the Commissioner.
11. Campaign Contribution. 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. See attached SEEC Form 11.
12. Sovereign Immunity: The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
13. Cancellation/Termination: This contract shall remain in full force and effect for the entire term of the contract period stated unless cancelled by DEP giving the Contractor written notice of such intention at least 30 days in advance. DEP reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available. Notwithstanding any provisions in this contract, DEP, through a duly authorized employee, may terminate the contract whenever the agency makes a written determination that such termination is in the best interests of the State. DEP shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete performance under the contract prior to such date. DEP has forty-five (45) days after the effective date of termination or cancellation to reimburse the Contractor for its performance rendered and accepted by the DEP in addition to all actual and reasonable costs incurred in completing the portions of performance, which the contractor was required to complete, by the termination or cancellation notice. DEP reserves the right to recoup any deposits, prior payment, advance payment or down-payment made if the contract is cancelled or terminated prior to performance being rendered for which said deposits or payments were made.
14. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
15. Forum and Choice of Law: The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

ATTACHMENT B

SCOPE OF WORK

Purpose: The Contractor, the Town of Colchester to be referred to as "Municipality" or "Contractor" will utilize said funding to complete improvements within the Town's Central District which is located, within the territorial limits of the Town of Colchester.

Description: The improvements to be completed within the Town's Central District are defined below:

- ❖ Improve, replace and expand upon the existing sidewalk which extends from the intersection of Main Street & Lynwood Avenue along the west side of Main Street to Lebanon Avenue (Route 16) then easterly along the northerly side of Lebanon Avenue to the Air Line Trail Spur.
- ❖ The sidewalk improvements include the demolition and removal, grading and compaction, purchase, pouring, forming and design (color & pattern) of the concrete sidewalk, purchase and installation of curbing.
 - The Sidewalk design constitutes a red (brick color) concrete with an embossed brick pattern to be located in front of the Merchants Row along Main Street.
 - The design along Lebanon Avenue will add to the existing sidewalk by including a 3-foot wide area made of concrete brick pavers. Where required to maintain a consistent sidewalk elevation sections of the existing sideway may be demolished and replaced. The coloring of the pavers will correspond to the sidewalk located along Merchants Row adding to a consistent marking of a pedestrian/cycling pathway to the Air Line Trail Spur Trail Head.
- ❖ The purchase and installation of period lighting, which includes base lighting footings, wiring, purchase and installation of lighting fixtures (lighting fixture will be of an energy efficient design) and connection to service.
- ❖ Development of a parking lot/trail head area and trail entrance gateway at the Air Line Trail Spur.
- ❖ Landscaping of the disturbed area.

1. Design: The Municipality agrees that the location, design materials and work schedule related to this project are completed with the full knowledge and approval of the local property-managing department and the facility manager. That the design, installation and construction shall comply with all State of Connecticut building codes, the intent of the Americans with Disabilities Act (handicapped accessibility) and be of a nature that will minimize maintenance and ensure public safety.
2. Permits: The Municipality is responsible for developing and obtaining all applicable permits prior to construction. Such permits may include but not be limited to Flood Management Certification CGS 25-68(b)-(h), Stream Channel Encroachment, Inland Wetlands & Watercourses CGS 22a-36, Water Diversion, Dam Safety, Stormwater Construction Discharge Permit, Coastal Consistency Certification, Tidal Structure & Dredging, Army Corp of Engineers 401 and 404. The approval of this contract/agreement does in no way constitute approval of, or preferential consideration, to any permit that may be required for, or applied for by the Municipality to the Department of Environmental Protection or other State Departments to complete the described project scope as defined above.
3. Ownership: The Municipality represents that said Municipality is or will become the grantee before the expiration of this agreement of land acquired under this agreement in fee simple, permanent easement or right-of-way or be the record owner of the land and building upon which the project described above is located. Ownership shall be in the form of fee simple, free from any lien or claim that would prevent such land from being retained and utilized for the use or uses outlined above. Being the recorded owner, the Municipality agrees to maintain the project area after development/improvement properly and efficiently and to provide assurance of such operation and maintenance as may be required by the Commissioner for a period not to exceed the life expectancy, ten years, or till total destruction or degradation by an act of nature whichever comes first.
4. Accessibility to the Public: The Municipality shall erect a permanent plaque or sign on said property acknowledging that said property/project is a public recreational facility and that said property received a grant from the State of Connecticut administered through the Department of Environmental Protection. Said property/project is a public area and as such, it shall be open to the public. The public, for purposes of this agreement shall be defined as any resident of any municipality, state, country or nation.
5. Fees: Should a parking/patron fee be levied on patrons to use this park, the Municipality agrees not to charge a fee to nonresidents of the Municipality an amount that exceeds twice that charged to residents of the Municipality. Where there is no charge to residents but a fee is charged to nonresidents, nonresident fees cannot exceed those charged at comparable State or local facilities. Reservation, membership or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents.
6. Bond Funding: The Municipality and the State understand and agree that the State Bond Commission on August 17, 2010 allocated funding for this project. Upon approval of this agreement by the Office of the Attorney General, grant funds for the above described project shall be available for release to the Municipality from the date funding was allocated by the State Bond Commission and contingent upon the Municipality meeting the terms and conditions of this contract/agreement and by the Commissioner's approval.

7. Submission of Materials: For the purposes of this contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Environmental Protection
Office of the Commissioner
Constituent Affairs/Land Management
79 Elm Street
Hartford, CT 06106-5127

8. Project Summaries/Submission of Invoices: The Municipality agrees and understands that this assistance is reimbursement based, that following execution of the contract/agreement the Municipality shall submit copies of invoices, bills or evidences of incurred cost related to the project scope as defined, to the Constituent Affairs/Land Management Division of DEP. Said submittals shall include a status of the project. If no reimbursement request is submitted within a six-month period, the Municipality is required to submit a project status report. Said reports shall be required every six months during the time the contract/agreement is in effect. Such status reports shall include a brief description indicating the work completed to date and the anticipated project completion date if different from the current contractual expiration date.
9. Extensions: Formal written amendment of the contract is required for extensions to the final date of the contract period and to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:
1. revisions to the maximum contract payment,
 2. the total unit cost of service,
 3. the contract's objectives, services, or plan,
 4. due dates for reports,
 5. completion of objectives or services, and
 6. any other contract revisions determined material by DEP.

If it is anticipated that the project can not be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

10. Final Report: The Municipality agrees to submit a final report to the Commissioner within 30 days after the expiration date of this contract. Said report shall include, but not be limited to, photos of the project area, copies of applicable permits or certificates, certification that all elements of the project scope as defined have been completed.
11. Final Financial Report: Within 30 days of the expiration date of this contract, the Contractor shall submit a Final Financial Report to the Constituent Affairs/Land Management Division, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal.
12. Overpayment: The Municipality agrees that should the total project cost be less than the amount of payments made, any remaining funds shall be returned to the Department of Environmental Protection within 120 days of the contract expiration date.

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee; In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

November 15, 2010

John Chaponis
Assessors Office
Colchester Town Hall
127 Norwich Avenue
Colchester, CT 06415

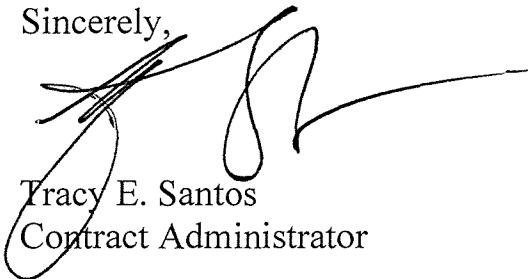
Dear Mr. Chaponis,

Enclosed please find three (3) copies of the *FY2011 Revaluation Agreement* between Vision Appraisal Technology and the Town of Colchester, CT. Please review the agreements and, if acceptable to the Town, sign all copies where appropriate.

Once the agreements are signed, please return them to our attention. Upon receipt, we will acquire the necessary signatures and return two fully executed copies to you for your files.

If you have any questions, or if further information is required, please don't hesitate to call me at 800-628-1013, extension 3607.

Sincerely,



Tracy E. Santos
Contract Administrator

/ Enclosures

FORM OF CONTRACT

**THE COMPLETE REAPPRAISAL AND
REVALUATION OF REAL PROPERTY (TAXABLE AND EXEMPT)
LOCATED WITHIN THE CORPORATE LIMITS OF
THE TOWN OF COLCHESTER, CONNECTICUT
EFFECTIVE OCTOBER 1, 2011.**

This Agreement (the "Contract"), made this _____ day of _____, 2010, by and between the Town of Colchester, a municipal corporation, having its corporate limits located within the County of New London, and State of Connecticut, hereinafter termed the TOWN, acting by and through its First Selectman, Gregg Schuster, having been so duly authorized, and Vision Appraisal Technology, Inc., hereinafter termed the CONTRACTOR.

WITNESSETH THAT:

WHEREAS, the TOWN is required by law to undertake, as of October 1, 2011, a complete reappraisal and revaluation of all real property located within the corporate limits of the TOWN;

WHEREAS, Connecticut General Statutes Section 12-62(e) authorizes the TOWN to designate a revaluation company certified in accordance with Connecticut General Statutes Section 12-2b to view and reevaluate, pursuant to a methodology approved by the Assessor, such real property;

WHEREAS, on or about August 17, 2010, the TOWN issued an invitation to bid (the "Invitation to Bid") seeking competitive proposals for the reappraisal and revaluation of all real property located within the corporate limits of the TOWN;

WHEREAS, the CONTRACTOR is engaged in the business of reappraising and revaluing real property on behalf of Connecticut municipalities, is a "revaluation company" certified in accordance with Connecticut General Statutes Sections 12-2b and 12-2c, and, on, September 15th, 2010, responded to the Invitation to Bid (the "CONTRACTOR's Bid Proposal"); and

WHEREAS, in reliance upon the representations made in the Contractor's Bid Proposal, the TOWN desires to engage the CONTRACTOR to view, reappraise, and revalue all real property located within the corporate limits of the TOWN in accordance with the terms and provisions hereof.

NOW, THEREFORE, the TOWN and the CONTRACTOR, for the consideration and under the conditions hereinafter set forth, hereby agree as follows:

CONTRACTOR'S OBLIGATIONS

The CONTRACTOR shall provide all personnel, supplies, equipment, vehicles, and other resources as may be necessary or appropriate to view, reappraise and revalue all of the real estate located within the corporate limits of the TOWN and to perform all the services and furnish all the records, materials, computer hardware and software, forms and supplies required by and in complete accordance with the Contract Specifications, is attached hereto and made a part hereof (as Appendix A) (the "Contract Specifications"), all applicable Connecticut General Statutes and Special Acts, pertinent Regulations of Connecticut State Agencies, pertinent rulings of the Secretary of Office of Policy and Management, pertinent ordinances and agreements of the TOWN, pertinent judicial decisions, and all other applicable laws, regulations, and ordinances..

The CONTRACTOR warrants and represents to the TOWN that the CONTRACTOR is (i) a “revaluation company” currently certified by the Secretary of the Office of Policy and Management in accordance with the provisions of Connecticut General Statutes Sections 12-2b and 12-2c and (ii) is experienced and well-skilled in the services it is required to provide hereunder and acknowledges that the TOWN is relying upon the CONTRACTOR to impart that experience and skill in the performance of its duties hereunder.

The CONTRACTOR shall, at its sole cost and expense, obtain and maintain throughout the term of this Contract any and all necessary permits, licenses, and certifications required by federal, state or local authorities for the provision of the revaluation services required by this Contract.

The CONTRACTOR shall fully comply with any and all federal, state, local or other applicable laws, rules, regulations, ordinances, and governmental pronouncements relating to the provision of revaluation services as required hereunder.

COMMENCEMENT AND COMPLETION DATES

The CONTRACTOR shall commence the performance of its services hereunder on or before January 3, 2011 for mailing of Data Mailer questionnaires, preliminary and initial data collection and data entry, but not later than June 15, 2011 for all other work.

The CONTRACTOR shall mail notices of assessment changes not later than November 10, 2011 and shall complete all of its services hereunder as reflected in Section 5 of the Contract Specifications (through the informal public hearings stage) on or before December 15, 2011.

The remainder of the CONTRACTOR’s services to be provided hereunder shall be completed on or before December 22, 2011.

The CONTRACTOR shall adhere to the Time Schedule for the revaluation project as set forth in Section 5 of the Contract Specifications. The CONTRACTOR and the TOWN acknowledge and agree that time shall be of the ESSENCE OF THE CONTRACT.

COMPENSATION

The Town shall pay the CONTRACTOR the total sum of **One Hundred Thirty Two Thousand One Hundred Dollars (\$132,100)** as full and complete compensation for the CONTRACTOR’s services to be performed hereunder, including, without limitation, the delivery to the TOWN of all computer hardware, software, operating systems, databases to be delivered; hereunder and all records, materials, forms and supplies to be furnished by the CONTRACTOR hereunder. The CONTRACTOR and the TOWN agree that the methods of billing and payment schedule shall be as set forth in the Contract Specifications. Such sum shall include any and all applicable federal, state and local taxes as well as all costs of hardware, software, licenses, and incidental materials and supplies. In addition, the CONTRACTOR shall be solely responsible for the payment of any taxes or contributions for social security, unemployment insurance, worker’s compensation, old age payments or retirement benefits which are measured by wages, salaries, or other remunerations paid by the CONTRACTOR to any and all persons employed by it in connection with the performance of its service hereunder.

ASSIGNMENT

Neither this Contract nor any interest herein may be assigned or subcontracted by the CONTRACTOR in whole or in part without the prior written consent of the TOWN. Any

assignment or subcontracting in contravention of the foregoing shall be null and void.

STATUS OF PARTIES

The relationship between the TOWN and the CONTRACTOR hereunder shall be solely that of independent contractors, and nothing contained herein shall be construed as creating any other relationship. Neither the CONTRACTOR nor any of its employees shall have any authority, power, or right to bind the TOWN in any way, manner, or thing whatsoever.

INDEMNIFICATION AND CONDITIONS

The CONTRACTOR shall indemnify, hold harmless and defend the TOWN and its officers, agents, employees, and appointed and elected officials, at the CONTRACTOR's sole cost and expense, from and against any and all liability for loss, damage or expense for which the TOWN or its officers, agents, employees, or appointed and elected officials may be held liable by reason of injury, including death, to any person (including employees of the CONTRACTOR) or damage to any property arising out of or in any manner connected with (i) the services to be performed under this Contract, (ii) costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this Contract, (iii) the acts, omissions, or errors of the CONTRACTOR, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, or (iv) the CONTRACTOR's breach of any of the provisions of this Contract.

TERMINATION

The TOWN may terminate this Contract if the CONTRACTOR has materially misrepresented any offering or defaults on any contract with any other municipality.

If the CONTRACTOR does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within thirty (30) days, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or otherwise, or if any interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt then and forthwith thereafter, the TOWN shall have the right at its option and without prejudice to its rights hereunder to terminate this Contract and withhold any payments due.

If the CONTRACTOR fails to perform this Contract in accordance with its terms or if the TOWN reasonably doubts that the CONTRACTOR's work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in the Contract Specifications and any addendum thereto, the TOWN shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the CONTRACTOR to declare this Contract in default and thereby terminated, and to award the Project or the remaining work thereof, to another contractor. If this termination clause is invoked, the CONTRACTOR's agents and employees shall, at the ASSESSOR'S direction vacate in an orderly fashion the office space provided by the TOWN, leaving behind all records, properly filed and indexed, as well as all other property of the TOWN and the CONTRACTOR shall cooperate with and render assistance to the TOWN and such third parties as the TOWN may identify, to assure the orderly transition of the Project to the TOWN or to another contractor. Any funds held by the TOWN under this Contract shall become the property of the TOWN to the extent necessary to reimburse the TOWN for its costs in obtaining another contractor and supervising the transition. Termination of this Contract and retention of funds by the TOWN shall not preclude the TOWN from bringing an action against the CONTRACTOR for damages or exercising any other legal, equitable, or contractual rights the TOWN may possess in the event of the CONTRACTOR's failure to perform.

MISCELLANEOUS

Notices under this Contract shall be sent U.S. mail, first class postage prepaid, or by hand delivery, properly addressed to:

If to the TOWN:

Town of Colchester
127 Norwich Avenue
Colchester, Connecticut 06415
Attn: John Chaponis, Assessor

If to the CONTRACTOR:

Vision Appraisal Technology, Inc.
44 Bearfoot Road
Northborough, MA 01532
Attn: Contract Administrator

Any failure by the TOWN at any time, or from time to time, to enforce as required the strict keeping and performance of any of the terms or conditions of this Contract shall not constitute a waiver of such terms or conditions in any way, or the right of the TOWN at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions. This Contract shall be governed by, and construed in accordance with, the laws of the State of Connecticut without regard to conflicts of laws principles that would require the application of any other law.

The covenants and agreements contained in this Contract shall be binding upon the parties hereto and their respective successors, legal representatives, and permitted assigns.

There are no oral agreements between the TOWN and the CONTRACTOR affecting this Contract, and this Contract supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the TOWN and the CONTRACTOR with respect to the subject matter of this Contract including, without limitation, the CONTRACTOR's Bid Proposal. This contract may not be amended or altered in any way other than in writing signed by the TOWN and the Contractor.

In the event of any conflict between the terms and provisions of this Contract and those of the Invitation to Bid, the terms and provisions of this Contract shall control as to the respective rights, duties, obligations, and liabilities of the TOWN and the CONTRACTOR.

IN WITNESS HEREOF THE TOWN OF COLCHESTER, CONNECTICUT AND VISION APPRAISAL TECHNOLOGY, INC. HAVE EXECUTED THIS CONTRACT ON THE DATE FIRST ABOVE-MENTIONED.

IN THE PRESENCE OF:

TOWN OF COLCHESTER,
CONNECTICUT
By:

Gregg Schuster
Its: First Selectman

VISION APPRAISAL TECHNOLOGY, INC.
By:

(Signature) _____
Name

(Title) _____

APPENDIX A

CONTRACT SPECIFICATIONS

DEFINITIONS

ASSESSOR. The word “ASSESSOR” shall mean the duly appointed Certified Connecticut Municipal Assessor of the Town of Colchester, Connecticut.

CAMA. The abbreviation “CAMA” means a Computer-Assisted Mass Appraisal system.

CONTRACT SPECIFICATIONS. The terms “CONTRACT SPECIFICATIONS” or “SPECIFICATION” shall mean this APPENDIX A that has been attached to, and made part of, a certain CONTRACT between the TOWN and CONTRACTOR and any addenda thereto pertaining to the PROJECT.

PROJECT. The word “PROJECT” shall mean the complete revaluation and reappraisal of all taxable real property and all tax-exempt real property located within the corporate limits of the Town of Colchester, Connecticut.

CONTRACTOR. The word “CONTRACTOR” shall mean any person, firm, corporation, association, or other entity party as the CONTRACTOR to the CONTRACT between the TOWN and the CONTRACTOR with respect to the PROJECT.

TOWN. The word “TOWN” shall mean the Town of Colchester, Connecticut a municipal corporation.

SCOPE OF REAPPRAISAL AND REVALUATION

This project includes the complete reappraisal, and revaluation, of all real estate located within the corporate limits of the Town of Colchester, Connecticut.

The CONTRACTOR shall furnish all the software, hardware, databases, labor, materials, vehicles, supplies, equipment, and other resources and perform all work for the project in strict accordance with the Contract Specifications attached hereto and in accordance with the provisions of applicable law.

All services to be provided hereunder will be carried out and all forms, materials, and supplies utilized in this project shall conform to and be carried out in accordance with the requirements of the Secretary, Office of Policy and Management, the Connecticut General Statutes, and Regulations of Connecticut State Agencies pertaining hereto, and shall be subject to the direct supervision and approval of the ASSESSOR.

The real estate values to be determined shall be the full fair market value as defined in Section 12-63 of the Connecticut General Statutes, as amended, and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate.

The Revaluation Project will cover and include all real property located within the corporate limits of the TOWN.

EFFECTIVE DATE

The effective date of this revaluation PROJECT shall be for the October 1, 2011 Grand List and the pricing and valuation by the CONTRACTOR of all land, buildings, and property under this CONTRACT shall reflect the fair market value thereof as of October 1, 2011.

TOWN DATA

Current Basis of Assessment	70%
Taxable Grand List as of October 1,2009	1,142,815,810
Date of Last Revaluation	October 1, 2006
Estimated 2000 Population	16,000
Area of the Town	49.8 square miles

APPROXIMATE NUMBER OF ACCOUNTS

October 1, 2006 Grand List

TAXABLE REAL ESTATE

DESCRIPTION	# OF ACCTS	Gross Assessment
RESIDENTIAL		
100 Residential	5,150	978,326,600
COMMERCIAL		
200 Commercial	208	92,098,600
INDUSTRIAL		
300 Industrial	21	9,610,200
PUBLIC UTILITY		
400 Public Utility	3	309,800
VACANT LAND		
500 Vacant Land	744	7,019,240
USE ASSESSMENT		
600 Use Assessment	226	1,895,460
TEN MILL FOREST		
700 Ten Mill Forest	1	9,310
APARTMENTS		
800 APARTMENTS	24	23,546,600
TOTAL	6,417	1,142,815,810
EXEMPTS		
	186	100,630,010

COLCHESTER CONTRACT SPECIFICATIONS

1. CONTRACTOR

The CONTRACTOR, must hold, from the time of submission of the proposal through the completion of all work hereinafter required, a valid Connecticut Revaluation Company Certification pursuant to Section 12-2c of the Connecticut General Statutes.

2. PERSONNEL

The CONTRACTOR shall, at all times, provide at its sole cost and expense adequate levels of experienced and qualified personnel in compliance with the requirements of the Equal Employment Opportunity provisions of Federal and State governments. The CONTRACTOR shall submit to the TOWN, written qualifications of all personnel proposed to be assigned to the Project. Staffing levels shall, at all times, be maintained at a level satisfactory to the ASSESSOR.

All personnel assigned to this project shall be subject to the approval of the ASSESSOR, **prior** to the commencement of the individual's duties in the TOWN and, for **any** reason, shall be promptly removed from this Project by the CONTRACTOR upon written notification of the ASSESSOR.

2.1 Minimal Qualifications

2.11 Project Manager or Supervisor

The administration of this Project shall be assigned by the CONTRACTOR to a project manager or supervisor, who shall be Certified by the State of Connecticut as a Revaluation Supervisor pursuant to Section 12-2c of the Connecticut General Statutes, as amended, all regulations promulgated there under, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and who shall have not less than seven (7) years of practical appraisal experience in the appraisal of commercial, industrial, apartment, and residential type properties. Two years of this experience must be in the mass appraisal field. The project manager or supervisor shall be subject to **prior** approval by the ASSESSOR.

2.12 Reviewers and Appraisers

Reviewers and appraisers shall be Certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2c of the Connecticut General Statutes, as amended, all regulations promulgated thereunder, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall have not less than five (5) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two years of this experience must be in the mass appraisal field and shall have occurred within the past five years. All reviewers and appraisers shall be subject to the approval of the ASSESSOR **prior** to the commencement of their duties on this project.

2.13 Data Collectors

Data Collectors shall have a high school diploma or equivalency and at least three (3) years experience in real estate appraisal or municipal revaluation field. Any data collector who does not meet the above qualifications must work under the direct supervision of an appraiser or project supervisor and only after receiving the **prior** approval of the ASSESSOR.

The ASSESSOR shall be notified of each data collector's name, starting date, qualifications, field assignments and, **prior** to the commencement of the individual's duties on this Project, shall have the opportunity to interview the individual and approve such commencement.

2.14 Data Entry

Prior to being forwarded to the CONTRACTOR'S data entry personnel, all data collection field sheets/cards must be hand delivered to the ASSESSOR on a daily basis for internal review, quality control and verification of work performed/work billed. At the request of the ASSESSOR, the CONTRACTOR shall promptly correct any and all field cards determined by the ASSESSOR to be incomplete or inaccurate.

Data entry employees **must** record their initials or employee number on each property they input. If data entry was found to have been completed and no employee initials have been imputed, those properties must be reviewed and compared to the initial data collection field sheets. In the event that a particular data entry employee is responsible for multiple data entry errors, that employee shall be promptly removed from the Project at the ASSESSOR's request.

During the data entry process, a CD shall be burned by the CONTRACTOR every Friday and delivered and installed on the TOWN's CAMA system every Monday so that the ASSESSOR's office may verify the work performed/work billed, and conduct quality control measures.

2.15 General

The Project Manager, Reviewers, Supervisors, Appraisers, and Data Collectors shall be subject to the approval of the Assessor prior to the commencement, as well as the duration, of their duties. No CONTRACTOR personnel shall be considered to be, nor in any way may hold themselves out as, employees, agents, or representatives of the TOWN.

2.2 Identification

All field personnel shall have visible and clip-on identification cards, which shall include an up-to date photograph, supplied by the CONTRACTOR and acceptable to the TOWN. In addition, all field personnel shall carry a "letter of introduction" signed by the ASSESSOR and the TOWN'S First Selectman. All automobiles used by field personnel shall be clearly and appropriately marked, registered with the ASSESSOR who can inform the Colchester Police Department and Selectman's Office of the license number, make, model, year and color of **all** vehicles used on this PROJECT.

2.3 Conflict of Interest

No resident of the TOWN or TOWN employee shall be employed by the CONTRACTOR without the **prior** approval of the ASSESSOR.

3. PROTECTION OF THE TOWN

3.1 Bonding

The CONTRACTOR shall, to secure the faithful performance by the CONTRACTOR of the terms of this Contract, furnish to the TOWN, a Performance Surety Bond in the amount of this Contract, which bond shall be issued by an admitted bonding company licensed to do such

business in the State of Connecticut with a minimum A.M. Best Company rating of “A+.” Said bond shall be delivered to the TOWN prior to the commencement of any services hereunder and shall be in a form satisfactory to and approved by the TOWN’s Chief Financial Officer or Attorney. Such bond shall include the appeal requirements of these specifications. It is understood and agreed that upon completion of approved delivery to the TOWN of the revaluation, the performance bond shall be reduced to 10% of the value of the Contract to cover the cost of defense of all revaluation assessment appeals. This reduced amount of bond shall become effective after the revaluation has been completed and has been accepted and approved by the ASSESSOR in writing and after the completion of the duties of the Board of Assessment Appeals related thereto. The reduced amount of such bond shall remain effective until a final resolution in the courts of any timely appeals taken from the actions of the Board of Assessment Appeals with respect to the list of October 1, 2011. The TOWN reserves the right to waive any insurance requirement in its discretion if it is in the best interest of the TOWN to do so.

3.2 Insurance

The CONTRACTOR shall, at its own expense, provide and keep in force throughout the term of this Contract:

3.21 Workers’ Compensation

Workers’ Compensation insurance in accordance with the Connecticut statutory requirements.

3.22 Liability

The CONTRACTOR shall carry comprehensive general, automobile, and umbrella liability and property damage insurance naming the TOWN as an additional insured on all policies with limits of \$1,500,000 for bodily injury and \$1,500,000 for property damage. A certificate evidencing such coverage shall be provided to the TOWN prior to the commencement of actual work, and shall be in a form satisfactory to and approved by the TOWN’s CFO or attorneys.

3.22 Errors and Omissions

The CONTRACTOR shall, at its own expense, provide and keep in force, throughout the term of this Contract, Appraiser’s Professional Liability Insurance providing “errors and omission” coverage for professional services rendered as an appraiser and must be maintained by the CONTRACTOR for a period of two (2) years from the completion of this Contract.

3.24 Intellectual Property Infringement

The CONTRACTOR shall, at its sole cost and expense, indemnify, defend, and hold harmless the TOWN from and against all liability and expenses, including reasonable attorney fees and costs, in any action or proceeding arising from a claim that any processes, deliverables, or software used by the TOWN or the CONTRACTOR, delivered to the TOWN, or otherwise arising out of the performance of the CONTRACTOR’s obligations hereunder or the use thereof becomes the subject of a claim of infringement of any patent, copyright, trade secret, trademark, or other intellectual property rights of a third party. In the event of such an infringement claim, the CONTRACTOR shall, at its expense, either (i) procure for the TOWN the right (without conditions unacceptable to the TOWN) to continue using said process, deliverable or software: or (ii) replace the same with an equivalent non-infringing product, and

extend this indemnity thereto.

3.3 Liquidated Damages

The CONTRACTOR acknowledges and agrees that time shall be of the essence of this Contract. Accordingly, should the CONTRACTOR neglect, fail or refuse to complete the services required to be performed by it hereunder (through the mailing of assessment change notice stage) on or before November 10, 2011, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the TOWN shall have the right to deduct from and retain out such monies which may be then due, which may become due and payable to the CONTRACTOR hereunder, the sum of One Thousand Dollars (\$1,000.00) for each and every day that such performance is delayed in its completion beyond any such completion date, as liquidated damages and not a penalty.

4. CHANGES

Changes in these Contract Specifications will be permitted only upon written mutual agreement of the CONTRACTOR and the TOWN.

5. COMPLETION DATE AND TIME SCHEDULE

The revaluation work may be started at the convenience of the CONTRACTOR, upon the execution of the Contract, and must continue in a diligent manner so as to ensure completion within the schedule of completion dates as set forth below.

5.1 Completion Dates

The following phases of the revaluation **must be completed** in accordance with the following schedule:

Completed mailing mandatory data mailers (Contractor to pay postage) and delivery of Hardware by January 3, 2011.

Complete residential data collection by May 15, 2011.

Complete commercial, industrial, public utility, & exempt data collection by May 30, 2011.

Complete land study and set values by August 25, 2011.

Complete building cost manual by September 15, 2011.

Complete study of market rents, expenses, & capitalization factors by September 15, 2011.

Deliver completed CAMA database, Real Estate Property cards with sketches, measurements, listings, pricing, and suggested values to the Assessor by October 15, 2011.

Assessor completes review and final adjustments made for real property no later than November 10, 2011.

Assessment notices mailed to comply with requirements of Connecticut State Statutes by November 10, 2011. (Contractor to pay postage)

Informal hearings will begin no later than November 21, 2011 and be completed by December 15, 2011.

Notices of results finalized after the informal hearings are to be mailed out, TOWN'S computer file updated and final property record cards printed and delivered to the TOWN in **Street Name Order** no later than December 22, 2011.

The CONTRACTOR and the TOWN acknowledge and agree that time shall be of the essence of these Contract Specifications.

5.2 Assessment Date

The completed appraisals, upon approval of the ASSESSOR will serve as the basis for assessments effective on the Grand List of October 1, 2011. Notwithstanding dates mentioned in Section 5.1, all information on property record cards, and computer database shall reflect actual information as of October 1, 2011.

6. PAYMENT SCHEDULE

6.1 Periodic Payments

Payments shall be made in the following manner:

Thirty (30) days after the execution date of this Contract, and at the end of each thirty (30) day period thereafter for the term of this Contract, the CONTRACTOR will certify in writing to the ASSESSOR the percentage of the total work completed under the Contract which the CONTRACTOR has performed during the said thirty (30) day period. Such notification will itemize, and accurately indicate the extent and nature of work performed by volume, street, and category or in any manner as required by the ASSESSOR. The itemization shall be categorized by each of the "Stages of Completion" listed on the Payment Schedule listed on page 13.

The TOWN, upon determination by the ASSESSOR that the certification of the CONTRACTOR concerning work during said period is accurate, will pay to the CONTRACTOR a percentage of the total compensation under the Contract equal to the percentage of the work certified as having been completed during said period, less ten (10) percent which is to be retained by the TOWN for payment to the CONTRACTOR at such time as it has performed fully and satisfactorily all its obligations, hereunder. The retained ten (10) percent of the contract price is to be paid upon the completion of all the duties of the Board of Assessment Appeals with respect to the October 1, 2011 Grand List. No interest shall accrue or be payable upon such retain age.

6.2 Payment Schedule For Percentage of Completed Work

Stages of Completion - Percentage of Total Project Cost

CODE	TASK	%	AMOUNT
100	Bonding, office set-up, project set-up, training, public relations and hardware	14.38	\$19,000
200	Data collection, quality control, data entry	15.44	\$20,400

300	Residential valuation Data Mailers	16.58	\$21,900
400	Commercial/Industrial Valuation	4.62	\$6,100
500	Residential field review, data entry	17.18	\$22,700
600	Commercial/Industrial field review, income production, reconcile cost and income	6.06	\$8,000
700	Documentation	1.14	\$1,500
800	Impact notices, residential and commercial/industrial hearings, field work, data entry	12.34	\$16,300
900	Project finalization, change notices, special land pricing, client meetings	5.45	\$7200
1000	Support of values, goodwill	6.81	\$9,000
TOTALS:		100	\$132,100

This Contract makes provision for a reduction in the amount of the performance bond to 10% of the contract price so as to ensure the payment of the cost of defense of any appeals resulting from the revaluation work.

7. **RESPONSIBILITIES OF THE CONTRACTOR**

7.1 Good Faith

The CONTRACTOR shall in good faith use its best efforts to assist the ASSESSOR in determining accurate and proper market valuations, and shall not undervalue or overvalue any land, building or other property.

7.2 Public Relations

The TOWN and the CONTRACTOR recognize that a good public relations program is essential in order that the public of the TOWN may be informed as to the purpose, benefits and procedures of the revaluation program.

The CONTRACTOR shall provide reasonable assistance to the ASSESSOR in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs, and property owner groups as a means of establishing understanding and support for the revaluation program and sound assessment administration. The CONTRACTOR shall supply proposed press releases, personnel for attendance at such meetings, visual aids and other media at its disposal to this end. All public releases shall be approved in writing by the ASSESSOR **prior** to release. The CONTRACTOR is responsible for providing its own telephone service including installation at its sole cost and expense.

7.3 Code of Conduct for CONTRACTOR's Employees

As a condition of this Contract, the CONTRACTOR's employees shall at all times treat the residents, employees, and taxpayers of the TOWN with respect, dignity, and courtesy; and

the CONTRACTOR shall take appropriate and meaningful disciplinary measures against those of its employees who violate the terms of this provision. The CONTRACTOR will immediately remove any employee if the TOWN, or the ASSESSOR, believe the employee violated this code conduct in a manner which warrants their removal. Upon being notified of such in writing, the CONTRACTOR will remove the employee immediately.

7.4 Records

7.41 General Provisions

The CONTRACTOR shall provide all property record cards, computer supplies, other supplies, equipment, forms, literature, and papers to be used in this project at no additional cost to the TOWN. ALL forms, letters, data mailers, door hangers, etc. shall be subject to **prior** approval by the ASSESSOR as to format, design, content, shape, size, color, quality, quantity and shall be further subject to the approval of the Secretary of the Office of Policy and Management as may be required by Connecticut General Statutes or regulations promulgated there under. At the completion of the Project, the CONTRACTOR shall provide the TOWN with a reasonable additional supply of the necessary forms used to support the CONTRACTOR's computer assisted mass appraisal program.

7.6 Assessment Administration Module

Before commencement of sales data collection, each parcel on the legal file/administrative file must be located and matched with the tax maps. A list of all discrepancies between the legal file/administrative file and the tax maps shall be submitted to the ASSESSOR together with recommendations for correcting such discrepancies. The CONTRACTOR must promptly implement the recommendations approved by the ASSESSOR.

The assessment administration module must have the ability to interface with the QDS Assessor Administration tax collection modules. The CONTRACTOR is responsible for matching all parcels and accounts in the appraisal file with the administrative file. The CONTRACTOR shall be responsible for entering an account number or other acceptable means of parcel identification on the CAMA System from which the ability to transfer values from one system to other arises. Prior to September 1, 2011, a list of all discrepancies between the appraisal and administrative system shall be submitted to the ASSESSOR with recommendations for correcting such discrepancies. The CONTRACTOR shall be responsible for all costs of bridging the CAMA System to the Administrative/tax billing system.

7.7 Valuation Module

The valuation module shall provide for the determination of the value of all real property based on accepted appraisal methodology, using a table- or formula-driven system. At a minimum, the valuation module shall have the ability to perform the tasks described below and conform to all requirements and recommendations of the Office of Policy & Management. The CAMA System must meet the requirements as provided for in Section 12-62f-1 to 12-62f-6 of the Regulations of Connecticut State Agencies, as amended.

With respect to land, the valuation module shall have the capacity to compute value based upon one or more of the following: Square feet; acreage; standard lot size; frontage/depth; and or unit. In addition, said module shall allow for the editing of land values based upon market-derived adjustment factors, using at least two of the following: unit value; fractional acreage; and front foot adjusted for depth.

With respect to residential property, the valuation module shall have the capacity to: Compute replacement cost new, less depreciation; provide user-modifiable tables or formulas for various types of buildings; provide user-modifiable depreciation tables for age and condition variables; compute the value of each yard improvement (e.g., swimming pools, tennis court, detached garage, and shed); allow for the acceptance, rejection or adjustment of table- or formula-derived values; allow for on-line sketch input; provide for the automatic computation of total square footage; provide for the automatic computation of gross living area; and provide for the computation of other area measurements as defined by the user. In addition, the valuation module shall have the capacity to allow user modifiable selection criteria to identify up to three properties that are most comparable to the property for which a value is being determined.

With respect to apartment, commercial and industrial properties, the valuation module shall have the capacity to: Compute replacement cost new, less depreciation; compute the value of each yard improvement (e.g., paving, and fencing); allow for the acceptance, rejection or adjustment of table- or formula- derived values; and provide for the automatic computation of total square footage. In addition, said module shall have the capacity to compute the value of property using the income approach, by use of the direct capitalization method. The CONTRACTOR will use whichever approach to value the ASSESSOR believes has the greatest degree of accuracy.

The valuation module shall also have the capacity to: Print a property record card with the appropriate fields listed in the data management module; allow flexibility of design of the data printed on a property record card, based on the discretion of the ASSESSOR; provide for the random printing of cards; provide for the printing of sketches showing dimensions; ensure the closure of such sketches; and provide for the creation of multi-page property record cards for a parcel.

The valuation module shall include a general report writer capable of printing to screen and hard copy, and/or providing the data listed in the data management module to a magnetic diskette. In addition, such application shall have the capacity to produce reports for statistical and comparable sales analysis based upon pre-defined and user-defined criteria.

Output to standard analytical software programs the following measurements and sales/assessment ratios by property type and neighborhood: Sales prices; assessments; the mean sales/assessment ratio; the median sales/assessment ratio; the coefficient of dispersion; the standard deviation; the coefficient of variation; and the price-related differential.

8. HARDWARE SUPPLIED BY THE CONTRACTOR

The CONTRACTOR shall furnish the TOWN with a laptop PC with all software/databases (appropriate licensing) that supports the CONTRACTOR's CAMA System. This computer will be used by TOWN during the duration of the revaluation PROJECT. It shall consist of a Fujitsu Lifebook T900 PC i5-520 2.4 GHz, 3MB L3 cache, 4GB DDR3 1066 MHz RAM, Dual Digitizer, Modular Bay Battery, Modular HD Kit, 3 yr warranty and cables required for uploading field work to the TOWN's network. The camera shall be a Nikon D90 Digital SLR Camera and shall include a Nikon 18X105 MM F/3.5-5.6G ED VR Lens, a 32 GB SDHC memory card, a EN-EL3E Lithium Battery and any hardware required for uploading pictures to the TOWN's CAMA system.

9. RECORDS ARE TOWN PROPERTY

The original or a copy of all records and computations, including machine readable data bases,

produced by the CONTRACTOR in connection with any appraisal or property in the TOWN shall, at all times, be the sole and exclusive property of the TOWN and, upon completion of the project or termination of this Contract by the TOWN, shall be left by the CONTRACTOR in good condition and in street order in the custody of the ASSESSOR. Such records and computations shall include but not be limited to: 1) Assessors Maps; 2) Land Value Maps; 3) Materials and Wages, Cost Investigations and Schedules; 4) Returned Data Mailers, 5) Data Collection Forms, Listing Cards, Property Record Cards with property valuations and sketches; 6) Capitalization rate data; 7) Sales Data; 8) Depreciation tables; 9) Computations of land and/or building values; 10) All letters of memoranda to individuals or groups explaining methods used in appraisals; 11) Operating statements of income properties; 12) Duplicate notice of valuation changes; and 13) Database of all property records, CAMA system, and integration with administrative system.

10. **ASSESSOR'S RECORDS**

The CONTRACTOR shall use a system approved by the ASSESSOR for the accurate accounting of all records and maps that may be taken from the ASSESSOR'S office in conjunction with this project. All such records and maps shall be returned immediately following their use. None of the ASSESSOR'S records shall be taken outside of the corporate limits of the TOWN without **prior** written permission of the ASSESSOR.

The ASSESSOR will permit the CONTRACTOR to copy all building sketches from existing field cards, together with the outside dimensions of all auxiliary buildings such as garages, barns, sheds, and swimming pools which are presently, outlined on existing ASSESSORS field cards.

11. **PROPERTY RECORD CARDS (Street Cards)**

The CONTRACTOR shall complete Property Record Cards, commonly referred to as "Street Cards", for each parcel of real property located within the corporate limits of the TOWN, and filed in alphabetical street order. These cards shall contain all manner of information affecting value, including but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with the unit of value applicable to each, public utilities available, underground oil tanks, public improvements and zoning regulations in effect as of the assessment date. All physical improvements shall be listed giving of all interior and exterior construction details. Quality of construction, age, condition, replacement values, and percent of physical, functional and economic depreciation, depreciated values, fair market value and assessment value will be shown. A computer-generated sketch of all buildings, with the appropriate scale of such sketch, shall also be shown on these cards. The visit history must be used for dates of inspections and to indicate if the data mailer was returned with or without changes. Changes must be referenced in the "Notes" section on the card.

12. **ASSESSMENT NOTICES**

At the close of the revaluation, and not later than November 10, 2011, a notice shall be sent, at the CONTRACTOR'S sole expense by first class mail, to each property owner of record, setting forth the valuation that has been placed upon the property identified in the notice, prepared in duplicate and in conformity with the Connecticut General Statutes, as amended, and regulations promulgated there under. The CONTRACTOR will provide the needed information for the notice. Also enclosed with such notice shall be information specifying the dates, times and places of, or process for setting appointments, for the informal public hearings to be conducted by the CONTRACTOR. Such notices shall be subject to approval by the ASSESSOR and the CONTRACTOR must provide the assessor with duplicate copies of the notices in map and lot order.

13. **INFORMAL PUBLIC HEARINGS**

Following a complete review by the ASSESSOR of all CONTRACTOR work performed, a time mutually agreeable to the ASSESSOR and the CONTRACTOR, but not later than December 3, 2011, the CONTRACTOR shall begin holding public hearings so that owners of property or their legal representatives may appear at specified times to discuss the valuations of their property with qualified members of the CONTRACTOR's staff, familiar with the COLCHESTER revaluation. The CONTRACTOR'S personnel shall explain the manner and methods of arriving at value and assist the taxpayer in understanding the process and valuation.

The CONTRACTOR, under the direction of the ASSESSOR, shall schedule a sufficient number of hearings and provide sufficient personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer or their legal representative shall be given consideration, and adjustments shall be made where warranted. Any adjustments made by the CONTRACTOR must be approved by the ASSESSOR before mailing out final change notices.

The CONTRACTOR shall keep a record, on a form approved by the ASSESSOR, of all those owners that requested a hearing and the result of that hearing. The originals, or a copy of those, records shall be provided to the ASSESSOR organized in street order.

The CONTRACTOR shall be solely responsible for sending notice, by First Class mail at the CONTRACTOR's sole expense, to each taxpayer or his or her legal representative who appears at these hearings seeking a review of valuation. Such notice shall include the original valuation determined by the CONTRACTOR and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change is warranted. Such notice shall be subject to **prior** approval by the ASSESSOR.

14. **BOARD OF ASSESSMENT APPEALS**

The CONTRACTOR shall have a qualified member or members of its staff whom have been **prior** approved by the ASSESSOR available for attendance at any or all deliberations of the Board of Assessment Appeals held after the completion of the revaluation to assist in the settlement of complaints and to explain the valuations made.

15. **LITIGATION**

In the event of appeal to the courts, the CONTRACTOR, at its sole cost and expense, shall furnish a competent witness or witnesses, whom have received **prior** approval by the ASSESSOR, to defend the valuation of the properties appraised. It is understood that the CONTRACTOR shall furnish said witness or witnesses on any court action instituted on the October 1, 2011 Grand List assessments. The CONTRACTOR shall not be held responsible for any assessment changed from the original valuation figure by parties other than the CONTRACTOR.

16. **INFORMATION**

16.1 **Information to TOWN**

The CONTRACTOR shall provide to the ASSESSOR any and all information requested pertaining to the PROJECT for a period of one year after completion of the duties of the Board of Assessment Appeals on the October 1, 2011 Grand List, in a reasonable timeframe and without any additional cost to the TOWN.

16.2 Work Schedule

Throughout the appraisal process, the CONTRACTOR shall promptly satisfy all requests made by the TOWN for information as to the CONTRACTOR'S planned work schedule for the project, personnel employed on the PROJECT, appraisal methods and procedures utilized, and the status of the work. Written weekly status reports shall be filed by the CONTRACTOR with the ASSESSOR throughout the duration of the project.

16.3 Telephone

The CONTRACTOR shall maintain at least one telephone line at its Colchester office for the duration of the Contract.

17. BUILDING COST SCHEDULES

17.1 General

The CONTRACTOR shall prepare for usage in the program as hereinafter specified, building cost schedules. These schedules will reflect the unit-in-place method based upon the square foot or cubic foot area of building as applicable. These schedules shall be used in computing the replacement cost in the TOWN for all residential, commercial, industrial, public utility, and agricultural construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees and all other direct and indirect costs of construction as well as the market. Before final acceptance, they shall be proven by testing against known sales. The ASSESSOR shall be involved and consulted during the process and no adjustments may be made to the sale property street cards during the process. All adjustments must be made to the valuation tables. All finalized schedules shall be approved by the ASSESSOR before adoption and usage by the CONTRACTOR.

17.2 Types of Cost Schedules

17.21 Residential

Residential cost schedules shall include schedules for various classifications, types, models, and story heights on a per square foot basis, normally associated with residential buildings. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with prices for different types of heating systems, bathrooms, porches, breezeways, attached, detached, and basement garages, and schedules for other building improvements usually found on residential property including but not limited to in ground swimming pools, barns, sheds, tennis courts, gazebos, and hot tubs. Some items will require multiple cost schedules i.e. basement, walk out basement, partial walk out basement or pressure treated wood deck, composite wood deck, hardwood deck.

17.22 Commercial

Regardless of if the income approach is utilized, commercial building cost schedules shall be prepared in unit costs of materials in place and charted on a per square foot basis, and shall be prepared for various story heights and contain all the additions and deductions for construction components from base specifications.

17.23 Industrial and Special Structures

Regardless of if the income approach is utilized, cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall contain all the additions and deductions for construction components from base specifications.

17.24 Farm

Cost schedules for farm structures shall be prepared for square foot and cubic foot costs for various types of farm buildings including but not limited to: barns, sheds, and coops. Because farm buildings vary greatly in quality and condition, all of these items will require multiple cost schedules based on quality and construction, story height, number of floors, floor/wall construction, of barns, sheds, farm garages, etc.

17.3 Depreciation Schedules

Depreciation schedules or methods to be used in determining the amount of depreciation, shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial, farm and special use buildings and shall be approved by the ASSESSOR.

17.4 Schedules for TOWN

The CONTRACTOR shall supply and furnish to the TOWN, not less than three (3) copies of all of the above required building cost schedules and depreciation schedules for the TOWN's usage, one copy of which shall be turned over to the ASSESSOR upon approval of the schedules.

18. APPRAISAL SPECIFICATIONS

18.1 APPRAISAL OF LAND

The CONTRACTOR shall appraise all land, taxable and exempt, located within the corporate limits of the TOWN: including, without limitation, residential, commercial, industrial, agricultural, forest, open-space, special use, and public utility, both vacant and improved.

18.11 Land Inspection

The CONTRACTOR shall make a physical inspection of each plot or lot and note topographical irregularities, such as high banks and steep slopes or anything else, which may detract or add to the usefulness or valuation of the land.

18.12 Land Value Study

Land shall be valued on the basis of an analysis of all sales data occurring during the three-year period prior to October 1, 2011 (or such other reasonable period as deemed necessary by the ASSESSOR). The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the ASSESSOR. The CONTRACTOR shall make a careful investigation of this data and shall consult owners, Realtors, banks and other sources for information relative to sales of properties within the TOWN and contiguous towns. All factors affecting the final values of land shall be considered, such as

location, zoning, utilities, size, vacancy, form of ownership, non-conforming uses, and zoning variances.

18.13 Land Value Unit

The CONTRACTOR shall prepare land unit values by acreage or fractional acreage, whichever in the judgment of the CONTRACTOR and ASSESSOR most accurately reflects the market for the appraised land.

18.14 Land Value Map

The CONTRACTOR shall delineate the land value units on all streets and acreage in the TOWN on a suitable map to be provided by the TOWN. The land value map shall be returned to the TOWN prior to the completion of the PROJECT.

18.15 Neighborhood Delineation

After consideration of the environmental, economic and social characteristics of the TOWN, the CONTRACTOR shall, with the cooperation and approval of the ASSESSOR, delineate “neighborhood” units within the TOWN. Each neighborhood unit will, in the CONTRACTOR’s opinion, exhibit homogeneous characteristics. Each neighborhood unit will be assigned a separate identification code that will be used for valuation. These neighborhood codes shall be recorded and maintained on all property record cards and the computer database.

19. **APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES**

The CONTRACTOR shall make a listing of physical construction details of all residential buildings and structures and all structural improvements appurtenant to residential property in the TOWN, on proper forms as previously covered in these specifications.

Both the CONTRACTOR and TOWN understand that the TOWN has already begun completing interior inspections solely for the purpose of the 2011 revaluation.

19.1 Mandatory Data Mailers:

The CONTRACTOR will obtain a list of all residential properties that have not had interior inspections completed by TOWN employees as of December 15, 2010 and, for any property that was not interior inspected, shall mail a Mandatory Data Mailer “questionnaire” [as referenced in C.G.S. Sec. 12-62b(4)]. Such Data Mailer will question the property owners on the accuracy of the data on the ASSESSOR’s field card. Property owners will be required to answer the questionnaire and send it back to the CONTRACTOR within seven (7) days. Pursuant to C.G.S., failure to respond to the mandatory data mailer will trigger an automatic Interior Inspection.

The Mandatory Data Mailers will be sent via first class mail and include a self addressed first class return stamped envelope. All of the costs associated with the Mandatory Data Mailers, including construction, printing, outgoing and return postage, receiving, organizing, correlating, and data entry in the TOWN’s CAMA system.

Data entry shall be made into the visit history indicating if the Data Mailer was returned and if any changes were made. Changes should have specific notes in the “Notes” section on the field card explaining what was changed. Data Mailers with serious discrepancies as directed by the

ASSESSOR shall be filed separately and require further investigation and an interior inspection.

The Data Mailers must be approved by the ASSESSOR **prior** to being printed and at the conclusion of the project, the CONTRACTOR must deliver the original Data Mailer received in street order to the ASSESSOR.

Pursuant to State Statute, both property owners who fail to reply to the Data Mailers and owners whose responses were not satisfactory to waive an interior inspection will be compiled into a list by the CONTRACTOR and will require interior inspections. This list will be titled “residential requiring full interior inspections” and will be provided to the ASSESSOR no later than March 1, 2011.

Both the CONTRACTOR and TOWN understand that the TOWN will make every effort to inspect as many of these properties as possible given the time constraints and schedule to adhere to. Both also understand it is impossible to predict the number of properties that will require an interior inspection. Recognizing these factors, the CONTRACTOR will include with their bid a price per parcel, or per inspection, for full interior inspections (as defined in Section 19.1) to be completed by the CONTRACTOR in the event the town cannot complete all interior inspections in house, they will assign a portion of these inspections to the CONTRACTOR. The TOWN must furnish the residential properties requiring full interior inspections to be conducted by CONTRACTOR employees to the CONTRACTOR not later than March 15, 2011.

19.1 Interior Inspections

Once the CONTRACTOR has received the list of “residential requiring full interior inspections” as outlined in Sec. 19.1, the CONTRACTOR shall guarantee to make a careful inspection of the complete interior of at least 95% of all residential structures on said list. Owners who refuse the CONTRACTOR permission to complete an interior inspection are excluded from the 95% requirement.

For each property above the allowable 5%, which is not properly inspected, the ASSESSOR may assess a penalty of twenty-five dollars (\$25.00) to be deducted from the Contract price.

The data collector shall have each interior inspection dated and verified by having an adult owner or resident of each building or dwelling unit sign the data collection form.

When entrance to a building for an inspection is refused, the data collector shall make note of the fact and within two (2) working days, notify the ASSESSOR of the fact in writing, giving the facts as to the time of the visit and if possible, the name of the party refusing entrance and other pertinent information. The ASSESSOR shall review the situation, and if he/she shall be unable to gain the cooperation of the party involved, he/she shall so notify the CONTRACTOR, and they shall proceed to estimate the value of the building on the basis of facts ascertainable without entry and make adequate notations of the lack of cooperation, and the manner of arriving at value, conspicuously on the property record card.

The data collection form shall indicate the initials of the data collector and the date(s) of the inspection(s) and attempts, if multiple.

All inspections shall be conducted in a courteous, dignified, respectful and careful manner so as to minimize any disturbance to the use and occupancy of such structures. All conduct while completing inspection shall be in accordance with Sec. 7.3.

In the event that a child answers the door the data collectors must immediately request an adult come to the door. No data collectors are permitted to enter any homes unless an adult property owner has given permission. Data Collectors can leave their number with the youth to pass to their parents. Such action shall be noted in the visit history.

In the event no one is home, Data Collectors shall leave a door hanger indicating that the revaluation company has attempted an inspection. Door Hangers must receive prior approval as to form and content prior to being printed or used. Such action shall be noted in the visit history.

19.2 Call Backs

Where contact with a property owner is not established, the CONTRACTOR shall make two (2) call back attempts, of which at least one must be on a weekday after 5:00 PM or on a Saturday. The time and date at which the call back was made shall be duly noted on the data collection form by the data collector making such a call back. Call backs are NOT permitted to be on the same day as the original attempt to inspect.

If after two (2) call backs, contact was not established with a property owner, a notification letter approved by the ASSESSOR, shall be mailed by the CONTRACTOR, informing the property owner of the revaluation process and the fact that the representatives of the CONTRACTOR were not able to make contact, and requesting that within a prescribed time limit the property owner contact the CONTRACTOR, by telephone or mail, for alternative arrangements for the inspection of the property.

19.3 Exterior Inspection

In regards to the list of “residential requiring full interior inspections” as outlined in Sec. 19.1, the perimeter of all improvements shall be accurately measured and rounded to the nearest foot.

An outline sketch, not necessarily to scale but must be neat and legible, shall be made on site.

Physical data of the parcel shall be recorded on the data collection form at the site.

The CONTRACTOR shall update all physical data, including attaching the outline sketch, on the CONTRACTOR’s CAMA System within ten (10) days following data collection. The PROJECT CAMA system shall be copied weekly and installed on the TOWN’s computer system in order to provide adequate opportunity to complete and conduct quality control measures and review. This is essential so that in the event there are any quality control issues, they must be identified at the beginning of the project.

19.4 Review

All sale properties shall be reviewed in the field by the CONTRACTOR’s personnel qualified as a reviewer and after receiving prior approval by the ASSESSOR. The sales shall be reviewed for accuracy of data collection, data entry, quality of digital imaging, classification, use, grade, condition, etc. In the event that, while reviewing the sale properties, it is determined that there is a poor quality digital image, the CONTRACTOR shall notify the ASSESSOR

All non-sale properties shall be reviewed in the field by the CONTRACTOR’s personnel qualified as a reviewer and after receiving prior approval by the ASSESSOR. These properties shall be reviewed for accuracy of data collection, data entry, classification, use, grade, condition, final value, and to assure that their final value is correlated to comparable properties and sale properties. The

ASSESSOR shall be notified of the dates of any and all reviewing and is entitled and intends to accompany the reviewer during this entire phase of the revaluation project.

19.5 Pricing and Valuations

Pricing and valuations of all land and buildings must reflect the fair market value as of October 1, 2011, and shall be done from and in accordance with the manuals and schedules having received prior approval by the ASSESSOR.

The final valuation shall be the fair market value of the structures plus the fair market value of the land. In arriving at the fair market value of the structures, replacement cost less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the property record card.

20. APPRAISAL OF COMMERCIAL, INDUSTRIAL, PUBLIC UTILITY AND SPECIAL PURPOSE PROPERTIES

20.1 General

ALL commercial, industrial, public utility and special purpose buildings shall be inspected by the CONTRACTOR. The TOWN is not inspecting any of these properties and the CONTRACTOR is solely responsible for interior inspection.

Note: Any/all costs associated with interior inspections of ALL commercial, industrial, public utility, exempt and special purpose buildings shall be included in the original bid. These inspections will NOT be included on the list of “residential properties requiring full interior inspections” that the town will deliver by March 15, 2011 in which the CONTRACTOR will be paid separately.

All properties must be classified, priced and reviewed in the same manner as residential properties as set forth previously in these specifications, except that the dimensions of all buildings shall also include the height, which shall be recorded on the property record card.

20.2 Description

All buildings shall be identified and described as to component parts of construction, size, area, usage, and present occupant(s) on the proper forms, as previously prescribed in these specifications.

Existing sketches from the current commercial and industrial CAMA system and record cards in the Assessor’s office will be made available to the CONTRACTOR for verification.

In reference to commercial and industrial improvements ONLY, it will not be necessary to prepare a sketch if the current sketch is accurate. In the event that the current sketch is inaccurate, the data collector must prepare a new outline sketch.

20.3 Income Approach

Income and expense data gathered by the TOWN shall be utilized by the CONTRACTOR for income producing and, where appropriate, owner-occupied properties. Any income and expense data, including OPM form number M-58 with accompanying summary reports and rent schedules shall become property of the TOWN. All information filed and furnished with the M-58 report shall not be a public record and is not subject to the provisions of Connecticut General Statutes Section 1-19, as amended, (Freedom of Information). The CONTRACTOR shall maintain all such M-58

reports in strict confidence. From these returns and other data sources, such as field investigations and interviews, experience working in similar/neighboring municipalities, the CONTRACTOR will establish market or economic rent and expenses for income producing properties. The CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for the various classes of property and checked by bankers, investors, and appraisers to ensure their accuracy. When the rates and methods have been approved by the ASSESSOR, the CONTRACTOR shall perform the income approach using both actual and economic income and expense data.

20.4 Yard and/or Site Improvements

All yard/site improvements shall be listed and valued separately.

20.5 Review

A final review and inspection shall be made in the same manner and for the same purposes as prescribed for residential properties. The reviewer, after having received prior approval of the ASSESSOR, shall be completely trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building; the final value of which he or she is responsible. The ASSESSOR shall be notified of the dates of any and all reviewing and is entitled and fully intends to accompany the reviewer during this entire phase of the revaluation.

20.6 Full Narrative Appraisal

The CONTRACTOR shall deliver a fully completed narrative appraisal no later than October 10, 2011 on the following property:

75 Mill Street Acct # S0558700 Vision PID 4301 Map 22 Lot 41

21. **CONTROL AND QUALITY CHECKS**

21.1 Field Checks

The ASSESSOR shall spot check in the field, properties picked at random by him/her, with or without the appropriate CONTRACTOR's supervisor.

21.2 Building Permits

The ASSESSOR shall screen and make available on a timely basis to the CONTRACTOR, copies of all building permits issued during the course of the revaluation however, the CONTRACTOR is NOT required to inspect these properties or collect any of this data. The TOWN will be solely responsible for completing all of the properties in which building permits have been issued.

21.3 Incomplete Construction

The CONTRACTOR shall provide the ASSESSOR, with a report of all property record cards that have incomplete improvements on the October 1, 2011 Grand List. The property record card shall show the percentage of completion and reflect the percentage of completion in the valuation as of that date. This report must be submitted no later than November 1, 2011. All properties under construction must have been inspected between September 15 and October 15 to determine the property percentage complete.

21.4 Sales Analyses

Sales analyses of properties shall be performed as means of substantiating the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analyses shall include, at a minimum, sales ratios and coefficients of variance and dispersion. Any additional requests for sales analyses by the ASSESSOR shall also be performed.

22. PERFORMANCE BASED TESTING STANDARDS

The CONTRACTOR agrees to take all the necessary steps to ensure that the complete reappraisal and revaluation of all taxable and non-taxable real property located within the corporate limits of the TOWN meets or exceeds all requirements for certification, required at the completion as of October 1, 2011 revaluation, as set fourth in the Performance Testing Standards, set forth by the Office of Police and Management. The CONTRACTOR agrees to provide preliminary and final Performance Testing Standard reports as requested by the ASSESSOR and a final report to be submitted to the state as required for OPM certification.

23. RESPONSIBILITIES OF THE TOWN

23.1 NATURE OF SERVICE

It is clearly understood and agreed that the services rendered by the CONTRACTOR hereunder are subject to the review and approval of the ASSESSOR and all decisions as to proper valuations shall rest with the ASSESSOR.

23.2 COOPERATION

The ASSESSOR, TOWN, and its employees will cooperate with and render all reasonable assistance to the CONTRACTOR and its employees.

23.3 FURNISHED BY THE TOWN

The TOWN shall furnish the following to the CONTRACTOR:

23.31 Maps

The TOWN shall furnish two (2) sets of the most up to date TOWN Tax Maps that are currently available showing streets, and property lines and boundaries.

23.32 Land Dimensions

The TOWN will make available lot sizes and total acreage to the CONTRACTOR of all pieces of property where the map or present records fail to disclose measurement or acreage.

23.33 Zoning

The TOWN will provide current TOWN zoning regulations and zoning maps.

23.34 Existing Property Record Cards

The TOWN will make available the current property record cards for all classes of property with the understanding that they are only for use by the CONTRACTOR.

23.35 Property Transfers

The TOWN shall notify the CONTRACTOR, on a regular basis, of property splits and transfers occurring after the initial creation of the revaluation database by the CONTRACTOR. The CONTRACTOR shall update the revaluation database as necessary.

23.36 Building Permits

The TOWN shall make available copies of all building permits issued during the course of the revaluation project up to September 30, 2011.

23.37 Income and Expense Forms

The TOWN shall make available all copies of the Income and Expense information (Form M-58) received by the TOWN for the 2005, 2006, and 2007 filing periods. All information filed and furnished with the M-58 report shall not be a public record and shall not be subject to the provisions of Section 1-19 (Freedom of Information) of the Connecticut General Statutes. The CONTRACTOR shall maintain all such M-58 reports in strict confidence.

23.38 Signing of Communications

The TOWN shall sign, by the ASSESSOR, all communications to be mailed at the CONTRACTOR'S expense, for the purpose of contacting a property owner for inspection of the property.

23.39 Mailing Address

The TOWN shall make available through the ASSESSOR'S or Tax Collector's Office the current mailing address and other relative data that exists on the administrative program for all property owners.

23.40 Office Space

The TOWN will provide designated office space at the Colchester Town Hall, 127 Norwich Avenue, Colchester, Connecticut for use by the CONTRACTOR during the TOWN'S ordinary business hours. There will also be space at the same location for meetings and conducting the informal hearings. These accommodations will be provided at no charge to the CONTRACTOR throughout the duration of the PROJECT. The CONTRACTOR is responsible for telephone service, including installation, at its sole cost and expense. The CONTRACTOR acknowledges that it has inspected such office space and that such office space is acceptable to the CONTRACTOR in its present, "AS-IS" condition. All use of such facilities shall be at the CONTRACTOR's sole risk. In no event shall the CONTRACTOR or any one acting by, through, or under authority of the CONTRACTOR be entitled to use or occupy in any way any other facilities or portions thereof except at such times and to provide such services as are specified under this Contract, unless the TOWN has provided its prior written consent. The CONTRACTOR covenants, and agrees with the TOWN that the provision of services hereunder by the

CONTRACTOR or the CONTRACTOR's use of the TOWN's facilities shall not interfere with the ordinary operation of the TOWN's business or with the TOWN's ordinary use of its facilities.

On the last day of the term of this Contract or upon any earlier termination of this Contract, the CONTRACTOR shall, at its sole cost and expense, quit and surrender the Premises to the TOWN broom clean, in good order, condition and repair except for ordinary wear and tear and damage by fire or other casualty. The CONTRACTOR shall remove from the TOWN's facilities all of the CONTRACTOR's property and all personal property and personal effects of all persons claiming through or under the CONTRACTOR, and shall repair all damage to the TOWN's facilities occasioned by such removal.

24. **TRANSMITTAL OF DELIVERABLES TO THE ASSESSOR**

24.1 **RECORDS**

Regular periodical delivery of appraisals, as completed, and in accordance to a schedule agreeable to the ASSESSOR shall be turned over to the ASSESSOR for review. All appraisals of buildings, either complete or under construction, shall be completed as of October 15, 2011. All completed and/or corrected records shall be turned over to the ASSESSOR as of December 21, 2011. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of October 1, 2011.

24.1 Records

No information and/or appraisals or records produced by the CONTRACTOR hereunder shall be made public until after the informal public hearings, have been conducted, except to the extent public access may be compulsory under the provisions of applicable law.

It is understood and agreed that the reappraisal of properties covered by this Contract shall conform to the procedures and technical requirements of the ASSESSOR and, at least biweekly, the CONTRACTOR shall meet with the ASSESSOR to discuss the progress and various other details of the project.

25. **CLARIFICATIONS**

25.1 **Board of Assessment Appeals**

TOWN will review all Board of Assessment Appeal requests as a result of the 2011 Revaluation and will require a CONTRACTOR staff member to support only those requests requiring a value decision. The process will be a combined effort of both the TOWN and CONTRACTOR in an endeavor to effectively and expeditiously handle all appeal requests, both staffs working together to resolve any outstanding valuation issues. Any assistance by CONTRACTOR's personnel to Board of Assessment Appeals is included in the contract price.

25.2 **Interior Inspection**

On residential properties, priced per parcel, CONTRACTOR will make an initial visit to all

properties requested by the ASSESSOR and attempt to perform an interior inspection. Where necessary, CONTRACTOR will make two callback attempts, of which at least one must be on a weekday after 5 pm or on a Saturday. The date and time that the callback was made shall be duly noted on the data collection form by the data collector making such a callback. Callbacks are NOT permitted to be on the same day as the original attempt to inspect. If after one visit and two callbacks, an interior inspection was not performed, a notification letter will be mailed. Appointments will then be arranged by phone for interior inspections. CONTRACTOR shall guarantee to make a careful inspection of the complete interior of (95%) of all properties, excluding those wherein the owner refuses permission to inspect, unoccupied buildings, structures that are unsafe, Inhabitants that appear dangerous or threatening, no response to the interior inspection letter or any other reason which the ASSESSOR and CONTRACTOR agree makes the property inaccessible.

25.3 Litigation

Litigation days, Litigation preparation, or any days spent outside of assisting with BOA. Ten (10) days are included in this proposal, any extra litigation days or litigation preparation days will be billed at the rate of One Thousand Dollars (\$1,000) per Diem.

25.4 Fee Appraisal Option

As an option, CONTRACTOR can perform the appraisal of 75 Mill Street for an additional cost of **Five Thousand Dollars (\$5,000)**. CONTRACTOR has the option of utilizing an appraiser local to the TOWN's region to perform this appraisal assignment. Should the CONTRACTOR utilize an appraiser local to the TOWN, such appraiser shall be subject to the approval of the ASSESSOR **prior** to the commencement of the individual's duties in the TOWN and, for **any** reason, shall be promptly removed from this Project by the CONTRACTOR upon written notification of the ASSESSOR.

TOWN must provide CONTRACTOR with Two (2) months notice if this service is required.

Gregg Schuster



First Selectman

Dear Sen. Daily and Rep. Orange,

First, on behalf of the town, please accept our congratulations on your recent re-election. I hope that we will be able to work together over the next two years for the betterment of all of Colchester.

I am writing to you today to inform you of Colchester's position on mandating the number of ballots a municipality must order. While we fully believe that municipalities should always have enough ballots on hand to meet the needs of the voters, we do not believe a mandate is necessary to deal with this situation. Clearly, Bridgeport made some very bad decisions in their election planning and we hope that never occurs again. However, we want to point out that while one city did not order enough ballots, 168 other municipalities did. Mandating that all these towns and cities purchase more ballots than necessary simply increases the costs to the municipalities and the taxpayers without providing any real benefit.

In Colchester, our registrars look at past voter turnout and absentee ballot requests to judge the appropriate number of ballots to order. They always err on the side of caution to ensure we have enough ballots. Mandating the number of ballots to order would simply be a waste of taxpayer money. However, we have no issue with a mandate on the number of ballots if the state should choose to pay for them.

We urge you to not support or vote for any unfunded mandate that requires municipalities to purchase a certain number of ballots. The Colchester Board of Selectmen, Democratic Registrar Dorothy Mrowka, and Republican Registrar Denise Mizla all concur in this opinion.

Sincerely,

Gregg Schuster

Derrick Kennedy

From: Rosemary Coyle [rosemarycoyle@sbcglobal.net]
Sent: Wednesday, November 24, 2010 10:22 AM
To: Gregg Schuster
Cc: Derrick Kennedy; 'Stan Soby'; gecordova@comcast.net; ford_james_w@sbcglobal.net; 'Bruce Hayn'; 'Ron Goldstein'
Subject: Request from the Ad Hoc Facilities Committee
Importance: High

The Ad Hoc Facilities Committee is requesting comment and direction from the Board of Selectmen as they review and make recommendations moving forward.

The committee is working from the Space Needs Assessment Document created in October 9, 2007.

The committee is focusing its discussion around the WJJMS Option #4 Key Features.

The next meeting of the committee is January 18, 2011.

They are asking the following of the Board of Selectmen:

1. How does the BOS feel about Option 4? The committee wants our comments and direction.
2. How do we specifically feel about the bullet in Option 4, "Relocate Board of Education, Community Center, Senior Center and Other Town Offices in the Renovated Former CIS (Community Use of Former CIS Gymnasium)"? The committee wants our comments and direction.
3. What would the BOS like to see in a facility?
4. What does the BOS recommend as next steps?

The Ad Hoc Committee would like our comments and direction within a month so this item would need to be added to the BOS agenda.

If I might suggest, it would be helpful to have the Space Needs Assessment document emailed to the BOS.

If you have any questions, please give me a call.

Hope you all have a Happy Thanksgiving.

Rosemary

11/29/2010

DRAFT

SPACE NEEDS ASSESSMENT

William J. Johnston Middle School

&

Bacon Academy High School

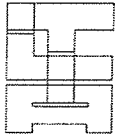
Colchester, CT

The Lawrence Associates, Architects/Planners, P.C.

Manchester, CT

October 9, 2007

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1075 TOLLAND TURNPIKE • MANCHESTER, CONNECTICUT • 06042

TEL: (860) 643-2161

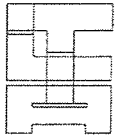
FAX: (860) 643-4373

E-MAIL: LAWRENCE.ASSOC@SNET.NET

SPACE NEEDS ASSESSMENT, WJMS & BA THE JOURNEY:

2007

JANUARY	FEBRUARY	MARCH
<input type="checkbox"/> TLA SELECTED <input type="checkbox"/> OWNER-ARCHITECT AGREEMENT SIGNED <input type="checkbox"/> KICK-OFF MEETING	<input type="checkbox"/> PROJECT STATUS REPORT TO SPACE ASSMNT.SUB-COMM. <input type="checkbox"/> PROGRAMMING MEETING WITH BACON PRINCIPAL <input type="checkbox"/> OCR RELATED DESIGN WORK STARTED	<input type="checkbox"/> FIRST COMMUNITY WORKSHOP (3/15/2007) <input type="checkbox"/> MEP EVALUATION OF WJMS AND BA COMPLETED
APRIL	MAY	JUNE
<input type="checkbox"/> PROJECT STATUS REPORT TO SPACE ASSMNT.SUB-COMM.	<input type="checkbox"/> PROGRAMMING MEETINGS WITH 20 BA STAFF & DEPT. HEADS <input type="checkbox"/> PROGRAMMING MEETINGS WITH 37 WJMS STAFF & ADMINISTRATORS <input type="checkbox"/> SECOND COMMUNITY WORKSHOP (5/24/2007)	<input type="checkbox"/> PROJECT STATUS REPORT TO SPACE ASSMNT.SUB-COMM. <input type="checkbox"/> DESIGN WORK WJMS IN PROGRESS
JULY	AUGUST	SEPTEMBER
<input type="checkbox"/> PROJECT STATUS REPORT TO SPACE ASSMNT.SUB-COMM. <input type="checkbox"/> DESIGN WORK WJMS IN PROGRESS	<input type="checkbox"/> PROJECT STATUS REPORT TO SPACE ASSMNT.SUB-COMM. <input type="checkbox"/> DESIGN WORK BA IN PROGRESS	<input type="checkbox"/> PROJECT STATUS REPORT TO SPACE ASSMNT.SUB-COMM. <input type="checkbox"/> DESIGN WORK BA IN PROGRESS
OCTOBER	NOVEMBER	DECEMBER
<input type="checkbox"/> PROJECT STATUS REPORT TO SPACE ASSMNT.SUB-COMM. <input type="checkbox"/> PROJECT STATUS REPORT TO BORAD OF EDUCATION/BUILDING COMMITTEE		



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WJMS OPTION # 1 KEY FEATURES:

Total Area: 135,200 S.F.

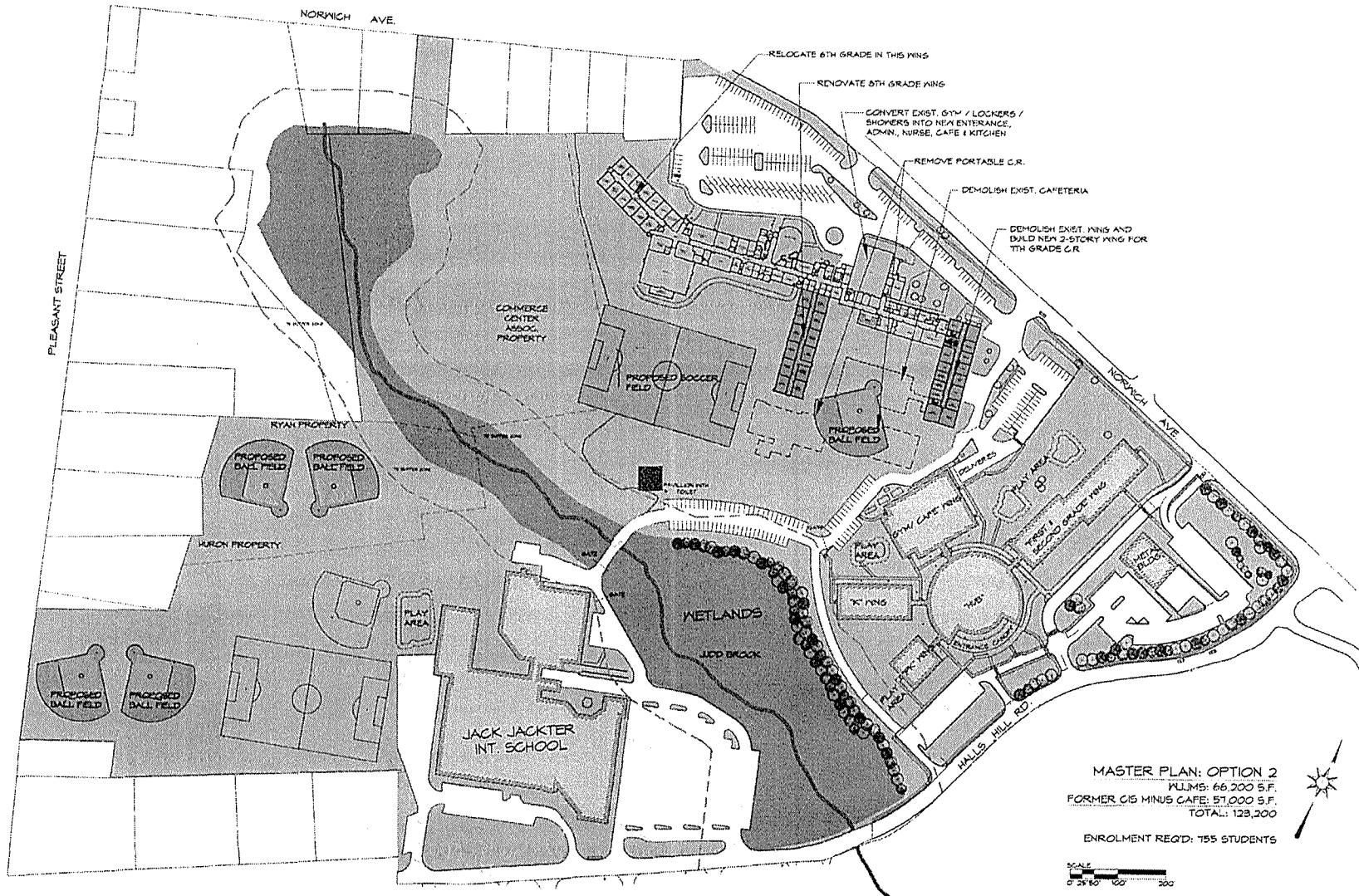
829 Student Enrollment Projection Needed for Full State Reimbursement

- New Enclosed Walkways to Former Cafeteria
- Relocate Portable Classrooms off Site
- Major Renovations to Former CIS and Current 8th Grade Wing
- Normal Renovations to WJMS
- Relocate 6th Grade in the West Wing of WJMS
- Relocate 7th Grade Wing in the 2-Story Wing of Former CIS
- Convert Former CIS Gymnasium into New Centrally Located Cafeteria & Kitchen
- Convert Former CIS Cafeteria & Kitchen into Multi-Purpose Rooms
- 2 New Multi-Purpose Fields (Soccer & Lacrosse)
- 3 New Baseball/Softball Fields

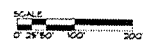
PROS	CONS
1. Limited New Construction	1. Spread Out Building Footprint,
2. Centrally Located Cafeteria	2. Loss of Former CIS Gymnasium
3. Least Expensive of the Four Options	3. Use of Split Level Wing to Continue
4. Enclosed Access to Cafeteria	4. Running Track Not Feasible
	5. Additional fields not feasible

BUDGET ESTIMATE IN CURRENT DOLLARS BASED ON:

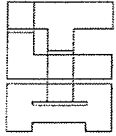
TASKS	\$ VALUE
1. Move Portable Classrooms Off Site and Restore Site	450,000
2. Playing Fields and Related Site Work	500,000
3. New Construction (Enclosed Walkways) 1,500 s.f. X \$250	375,000
4. Major Renovations Former CIS 69,000 s.f X \$175	12,075,000
5. Major Renovations Current 8 th Grade Wing 13,200 s.f X 175	2,310,000
6. Normal Renovations WJMS 53,000 s.f X \$125	6,625,000
TOTAL	22,335,000



MASTER PLAN: OPTION 2
 MILLS: 66,200 S.F.
 FORMER G.S. MINUS CAFE: 57,000 S.F.
 TOTAL: 123,200
 ENROLMENT REQ'D: 755 STUDENTS



<small> THE LAWRENCE ASSOCIATES 1000 Main Street, Suite 200 Colchester, CT 06415 TEL: 860-531-1100 FAX: 860-531-1101 WWW: www.lawrenceassociates.com </small>	
SPACE NEEDS STUDY BACON ACADEMY & MILLS <small>Colchester, CT 06415</small>	
<small> DRAWN BY DATE </small>	<small> PROJECT NO. SHEET NO. </small>
A-2	



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WJMS OPTION # 2 KEY FEATURES:

Total Area: 123,200 S.F.

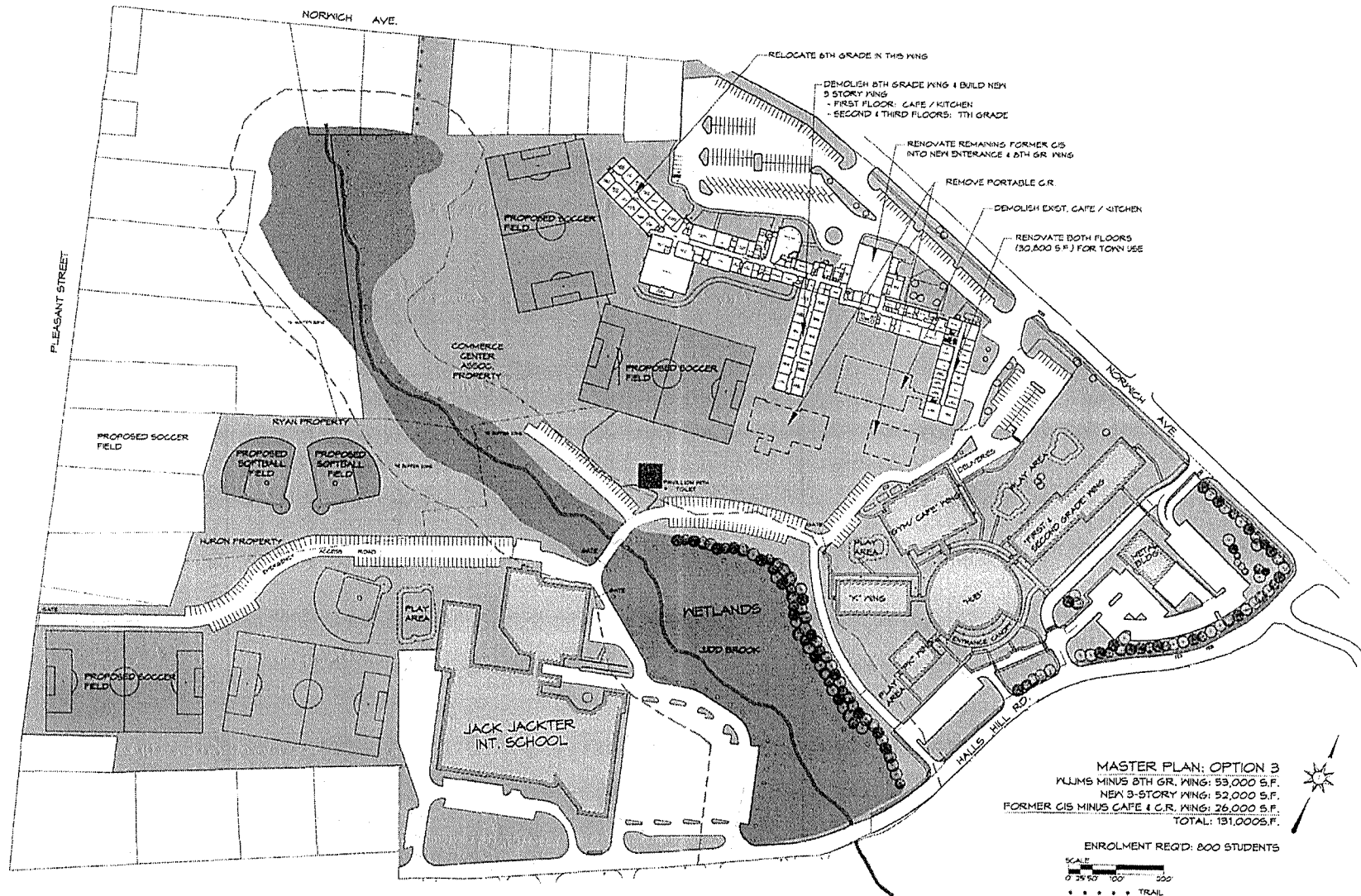
755 Student Enrollment Projection Needed for Full State Reimbursement

- Remove Portable Classrooms off Site.
- Demolish Former CIS Cafeteria
- Demolish 2-Story Wing of Former CIS and Construct New 2-Story Wing with Basement
- Relocate 7th Grade Wing in the New 2-Story Wing (F. Floor Aligned with Former CIS Admin. Level)
- Major Renovations to Former CIS and Current 8th Grade Wing
- Normal renovations to WJMS
- Relocate 6th Grade in the West Wing of WJMS
- Convert Former CIS Gymnasium into New Centrally Located Cafeteria & Kitchen
- One New Multi-Purpose Fields (Soccer & Lacrosse)
- 5 New Baseball/Softball Fields
- 80 New Parking Spaces for Fields
- New Pavilion with Toilets for Fields

PROS	CONS
1. Split Level Wing Replaced with New	1. Spread Out Building Footprint
2. Centrally Located Cafeteria	2. Loss of Former CIS Gymnasium
3. Kitchen Delivery in the Front	3. Kitchen Delivery in the Front
4. More Playing Fields than Option # 1	

BUDGET ESTIMATE IN CURRENT DOLLARS BASED ON:

TASKS	\$ VALUE
1. Move Portable Classrooms Off Site and Restore Site	450,000
2. Playing Fields, Pavilion and Related Site Work	650,000
3. Demolition Former CIS Cafeteria & 2-Story Wing	80,000
4. New Construction 2-Story Wing 30,800 s.f. X \$250	7,700,000
5. Major Renovations Former CIS 26,200 s.f X \$175	4,585,000
6. Major Renovations Current 8 th Grade Wing 13,200 s.f X 175	2,310,000
7. Normal Renovations WJMS 53,000 s.f X \$125	6,625,000
TOTAL	22,400,000



MASTER PLAN: OPTION 3
 WILLIAMS MINUS 8TH GR. WING: 53,000 S.F.
 NEW 3-STORY WING: 52,000 S.F.
 FORMER CIS MINUS CAFE & C.R. WING: 26,000 S.F.
TOTAL: 131,000 S.F.

ENROLMENT REQ'D: 800 STUDENTS
 SCALE: 0' 25' 50' 100' 200'
 * * * * * TRAIL

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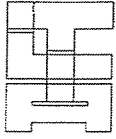
THE LAWRENCE ASSOCIATE ARCHITECTS
 1150 Main Street
 Wallingford, CT 06495
 203-261-2224

SPACE NEEDS STUDY
 BACON ACADEMY & WILLIAMS
 Colchester, CT 06415

PROPOSED MASTER PLAN

SHEET 102 11.13.11

A-3



THE LAWRENCE ASSOCIATES

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WJMS OPTION # 3 KEY FEATURES:

Total Area: 131,000 S.F.

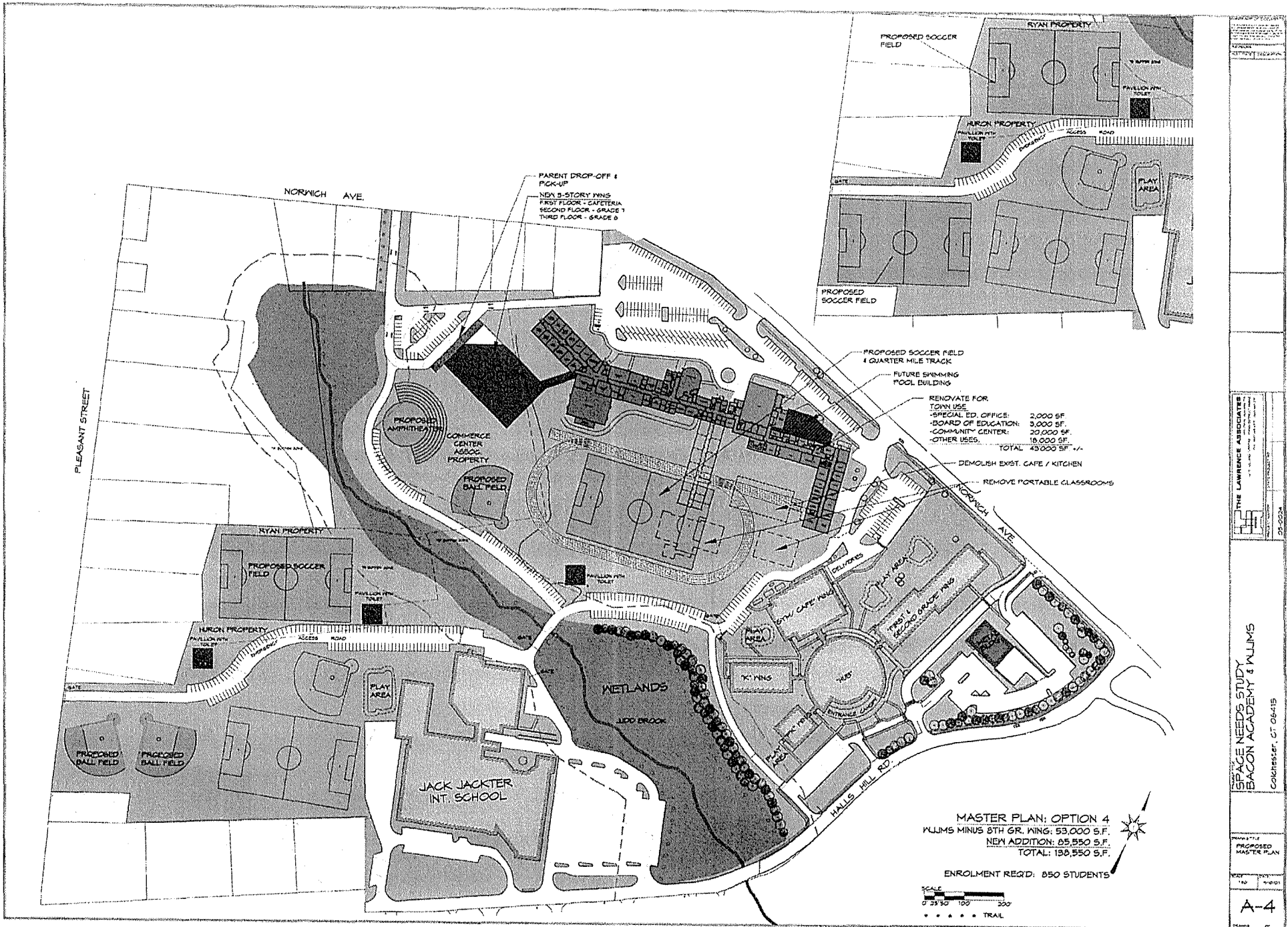
800 Student Enrollment Projection Needed for State Reimbursement

- Remove Portable Classrooms off Site.
- Demolish Former CIS Cafeteria
- Demolish Current 8th Grade Wing and Construct 3-Story Wing
- Locate New Cafeteria and Kitchen on the 1st. Floor of the 3-Story Wing
- Locate 7th Grade on the 2nd Floor of the 3-Story Win
- Major Renovations to Former CIS Building & Locate 8th Grade Wing
- Relocate New Entrance, School Office, Nurse and Conference Rooms into the Renovated Former CIS
- Relocate Board of Education and Other Town Offices in the Renovated 2-Story Wing of Former CIS
- Minor renovations to WJMS
- Relocate 6th Grade Wing in the West Wing of WJMS
- 3 New Multi-Purpose Fields (Soccer & Lacrosse)
- 2 New Baseball/Softball Fields
- New Emergency Access Road from Pleasant Street Connecting JJIS and CES Parking Areas
- 200 New Parking Spaces for Fields
- New Pavilion with Toilets for Fields

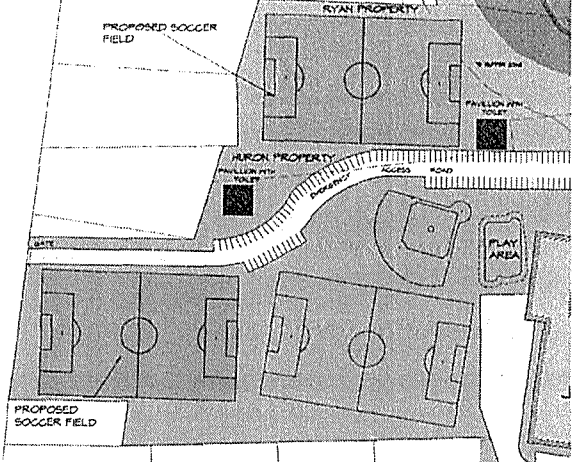
PROS	CONS
1. Centrally Located Entrance	1. Spread Out Building Footprint
2. Centrally Located Cafeteria	2. Loss of Former CIS Gymnasium
3. Split Level Wing Replaced with New Wing	
4. More Playing Fields than Option # 3	

BUDGET ESTIMATE IN CURRENT DOLLARS BASED ON:

TASKS	\$ VALUE
1. Move Portable Classrooms Off Site and Restore Site	450,000
2. Playing Fields, Pavilion, Parking, Roads and Related Site Work	1,500,000
3. Demolition Former CIS Cafeteria 8 th Grade Wing	80,000
4. New Construction 3-Story Wing 52,000 s.f. X \$250	13,000,000
5. Major Renovations Former CIS 26,200 s.f X \$175 (Educational Use)	4,585,000
7. Normal Renovations WJMS 53,000 s.f X \$125	6,625,000
TOTAL	26,240,000
Major Renovations Former CIS 30,800 s.f X \$175 (Non-Ed.Use)**	5,390,000

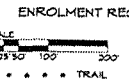


PARENT DROP-OFF & PICK-UP
 NEAR 3-STORY WINGS
 FIRST FLOOR - CAFETERIA
 SECOND FLOOR - GRADE 7
 THIRD FLOOR - GRADE 8



RENOVATE FOR
 TOWN USE:
 -SPECIAL ED. OFFICE: 2,000 SF
 -BOARD OF EDUCATION: 3,000 SF
 -COMMUNITY CENTER: 20,000 SF
 -OTHER USES: 18,000 SF
 TOTAL: 43,000 SF +/-

MASTER PLAN: OPTION 4
 WILMS MINUS 8TH GR. WING: 53,000 S.F.
 NEW ADDITION: 85,550 S.F.
 TOTAL: 138,550 S.F.

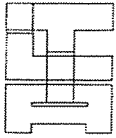


THE LAWRENCE ASSOCIATES
 1000 W. MAIN ST.
 SUITE 100
 COLCHESTER, CT 06415
 203-224-2224

SPACE NEEDS STUDY
 WILMS ACADEMY & WILMS
 COLCHESTER, CT 06415

PROJECT FILE
 PROPOSED
 MASTER PLAN

A-4



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WJMS OPTION # 4 KEY FEATURES:

Total Area: 135,550 S.F.

850 Student Enrollment Projection Needed to be Eligible for State Reimbursement

- Remove Portable Classrooms off Site.
- Demolish Former CIS Cafeteria
- Demolish Current 8th Grade Wing
- Construct 3-Story Wing on the West Side of WJMS
- Provide New Access from Norwich Avenue
- Locate New School Entrance, Cafeteria and Kitchen on the 1st. Floor of the 3-Story Wing
- Locate 7th Grade on the 2nd Floor of the 3-Story Wing
- Locate 8th Grade on the 3rd Floor of the 3-Story Wing
- Relocate New Entrance, School Office, Nurse and Conference Rooms into the Renovated Former CIS
- Minor renovations to WJMS
- Major Renovations to Former CIS Building
- Relocate Board of Education, Community Center, Senior Center and Other Town Offices in the Renovated Former CIS (Community Use of Former CIS Gymnasium)
- Build New Addition to Former CIS for Indoor Swimming Pool For the Community/Senior Center
- New Running Track
- 2 New Multi-Purpose Fields (Soccer & Lacrosse)
- 3 New Baseball/Softball Fields
- New Amphitheater
- New Emergency Access Road from Pleasant Street Connecting JJIS and CES Parking Areas and a New Exit to Norwich Avenue
- 300 New Parking Spaces for Fields
- 3 New Pavilions with Toilets for Fields
- New Walking Trail in the Wetlands

PROS	CONS
1. Maximum Site Utilization	1. More Scrutiny by Regulatory Agencies
2. Shared Uses of Resources and Facilities	
3. Major Traffic Improvements, On and Off Site	
4. Minimum Tear Down of Existing Buildings	

BUDGET ESTIMATE IN CURRENT DOLLARS BASED ON:

TASKS	\$ VALUE
1. Move Portable Classrooms Off Site and Restore Site	450,000
2. Playing Fields, Track, Pavilion, Parking, Roads and Related Site Work	2,000,000
3. Demolition Former CIS Cafeteria 8 th Grade Wing	80,000
4. New Construction 3-Story Wing 85,500 s.f. X \$250	21,375,000
5. Normal Renovations WJMS 53,000 s.f X \$125	6,625,000
TOTAL	30,530,000
Normal Renovations Former CIS 57,000 s.f X \$125 (Non-Ed.Use)**	7,125,000

Mechanical and Electrical Systems Deficiencies

William Johnston Middle School

Colchester, CT

Year Built 1962 with a 1983 renovation and addition

Head Custodian: Joe Cocomo

Date/Start Time of CES Inspection: February 21, 2007 11:00 AM

Approximate School Area: 62,000 sq ft

Mechanical System Summary

- Two HB Smith 640 mil boilers have two Carlin 10-20 gph oil fired burners each. One boiler seems to have not been run in a number of years. This boiler should be repaired and placed in service so as to run as the 100% backup boiler it was designed for. Even though the boiler age is past three useful life they should be considered for replacement.
- Boiler chimney should be cleaned annually due to the use of #2 fuel oil.
- Two hot water system pumps with a third pump used as standby. The third pump may not be serviceable as a standby pump. The rising stem gate valves are old and personnel are uneasy to operate these valves as the valve may not open/close again. These valves should be replaced with new ball type or similar valves equal to the type used in the school district.
- The existing oil fired hot water heater was replaced by three 200 gallon Bock indirect storage heaters. The existing heater should be removed from the system, unless it is used for low domestic water heating needs.
- Existing rising stem gate valves are problematic. As mentioned above the valves are possibly non-functional and should be replaced during the time any service of the piping system is required. Building personnel presently shut the total building water supply off to make the smallest repair. This would require adding valves to the repair budget when other repairs are accomplished.
- Existing pneumatic controls are functioning but have many small issues. Some classrooms (3 in the 8th grade wing) are not being controlled by the thermostats as there is either water in the lines, non-functioning valve heads or non-functioning thermostats. This system should have new components and an upgraded filter/dryer or be completely replaced by a DDC Building Management system.
- Asbestos is labeled as being present on system elbows.
- Building is heated with perimeter baseboard or convectors. The fins of these systems should be cleaned to increase heat transfer efficiency thus energy conservation.
- Elevator has many minor control problems and is presently non-functioning 4 to 5 times a year.
- Existing 10,000 gallon underground fuel oil storage tank was unknown as to age and should be checked for problems, leaks and longevity.
- Roof leak was evident at the old gym and hall entering into the newer section of the building.
- Some toilet rooms are very old with fixtures that have passed their useful life. Lavatories and toilets in handicapped rooms may not be in conformance with the present school codes.
- Some electric water coolers have been removed and should be replaced. The code required number of drinking fountains is not being maintained at this time.
- The large 1000 gallon storage tank in the newer area of the building is larger than what is required. This system was sized on a certain number of showers being taken each day and it is understood that showers are not being taken by the students. This should be isolated so that system is available only on an as needed basis and not using oil to heat it if not needed.

- A leak in the hot water valve is present in the air handler that feeds the media room.
- Science teachers have requested their classrooms need sinks for programming requirements.
- This school is without sprinklers and it should be investigated and budgeted for installation.
- Kitchen grease trap should be cleaned annually.
- Carpets in some areas of the building do not seem to be the hypo-allergenic type that were used in the Bacon Academy or like the ones used in other areas of the building.
- Insulation repair required in some air handlers in the new section of the building.
- Computer labs may need a small Sanyo or Mitsubishi type split system air conditioner to cool the computer equipment. Room 113 has a note to shut off monitors to keep spaces cooler.
- Various heating equipment grilles are rusted and exposed for possible student injury.
- Old gym locker room has exposed piping and a radiation cover is missing for possible student injury.
- Weather-stripping at doors should be checked and upgraded as many air and water leaks are present.
- Insulation on ducting in the newer area boiler room needs repair.
- Old gym make up air heater needs upgrading, barometric damper repair as it has reached its useful life.

Electrical System Summary

Power

- The pad mounted transformer 750 kVA, 208/120V is in good condition.
- The main switch at service entrance, GE 127-A-5777, AK611 WC-TT Type AK-2-50-1, 1600A, 208/120V and main distribution boards serving the 1962 building are old and need replacement.
- The main 1200A/3P disconnect switch with two distributions "DP-1" and "DP-2" located in 1987 building has been fed from 1962 building. The distribution boards are old and needs to be upgraded.
- The elevator occasionally shows problems. The contact is old.
- The handicap lift at stairs occasionally is not working properly. The limited switch is not working properly.
- There is no emergency generator.
- Most of panelboards in 1962 building and their associated feeders & branch circuitry are old and need replacement
- Some of panelboards in 1987 building are old and need to be upgraded.
- Avoid placing any articles, boxes, cleaning equipment in front of electrical switchboard, panels, fire alarm system, security system, and equipment etc.

Lighting

- The fluorescent lamps used in classrooms, corridors, etc are T8 type with electronic ballasts.
- Most of the lighting throughout the building is controlled by an occupancy sensor.
- Emergency lighting in the 1962 building is fed from an old central battery. The system is "Chloride" 3250 DC system, catalog # 3250B24, input 120V, 32V output. It is old and need replacement.
- Most of the emergency lighting in the 1987 building is from self-battery dual headlight. Some of them are old and needs replacement.
- Lighting levels in some classrooms are poor and need to be upgraded.
- Lighting levels in media center used metal halide and fluorescent are good.

- Lighting levels in gymnasium (1962 building) are poor (15 footcandles).
- Lighting levels in gymnasium (1987 building) are good (45 footcandles).
- Parking lot lights is good. There is no complaint for the light levels.
- Exterior wall mounted light fixtures are not vandalism proof. Some of them are broken (lens). There is no complaint for the light levels.

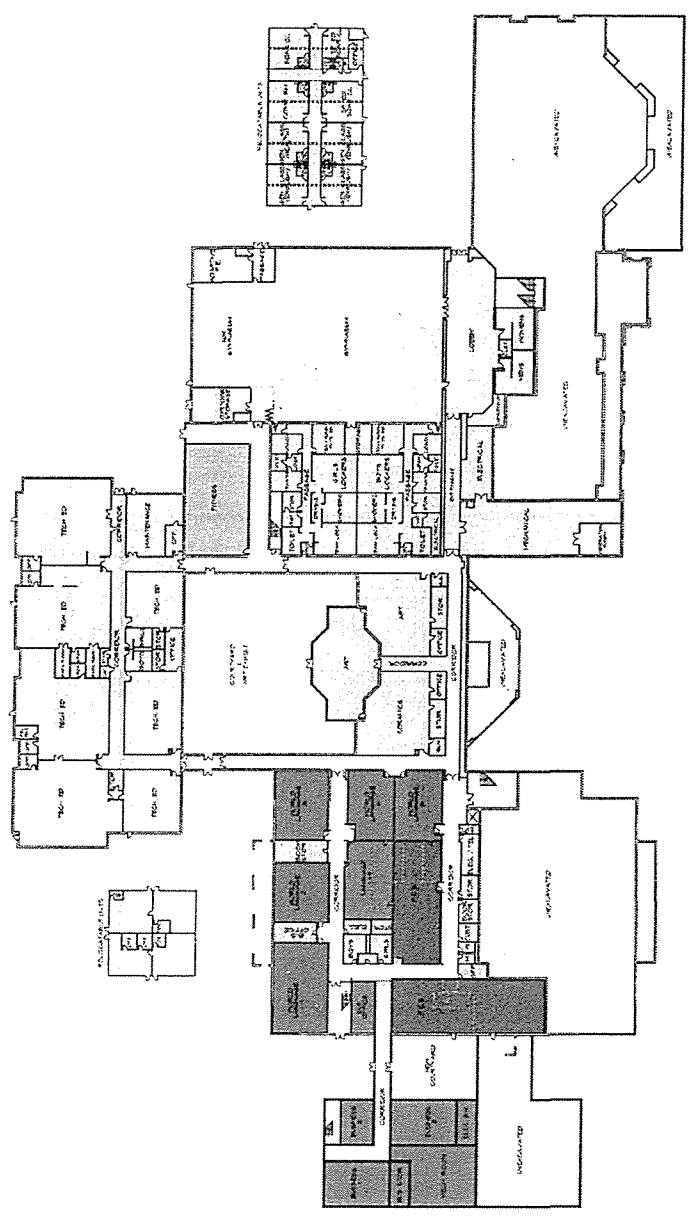
Signal

- Fire alarm system (zone type) is old and needs to be upgraded.
- All typical classrooms do not have horn/strobe units. Horn/strobes are required to be provided in all classrooms by CT code.
- Horn/Strobes should be added in some corridors. The existing spacing is inadequate.
- Intercom/PA system is old and needs to be upgraded. Some classrooms could not hear the announcement.
- Security system is good.
- School Bell system is not working properly. The scheduled time is not programmed. It needs replacement.
- Some combination clock/speaker units are old and need replacement.

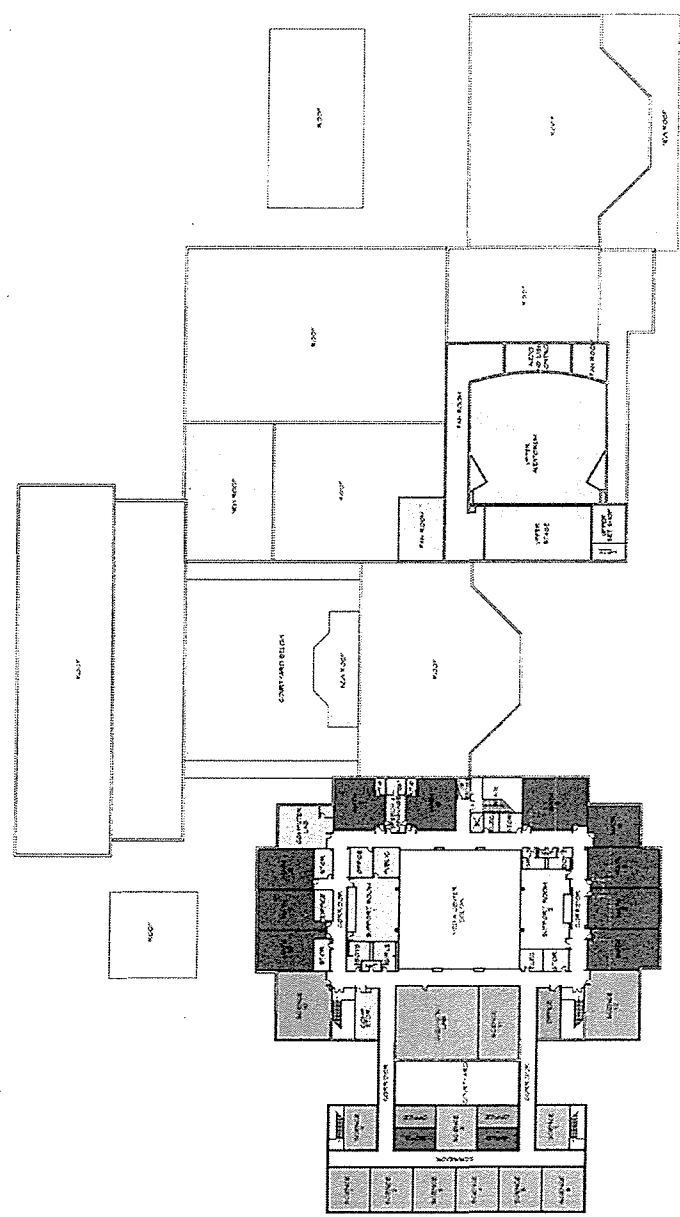
Colchester School District								
William Johnston Middle School								
February 21, 2007								
SYSTEM	System Priority - 1 to 4 (1-Health & Safety, 2-High, 3-Medium, 4-Low)	System Rating - 1 to 5 (1-Poor, 5-Excellent)	Last Major Reconstruction (Year)	Projected Replacement (Year)	Quantity	Unit Price	Current Replacement Cost	REMARKS
General Observations								
General Appearance	-	-	-	-	-	-	-	No reported problems
Accessibility	-	-	-	-	-	-	-	No reported problems
Asbestos	-	-	-	-	-	-	-	See mechanical for pipe elbow
Division 2 - Site Construction								
Site - Electrical	-	-	-	-	-	-	-	No reported problems
Site - Lighting								
Building Mounted Fixtures	2	2	-	2007	-	LS	\$ 6,000	Replace the existing broken len fixtures
Pole Mounted Fixtures	-	-	-	-	-	-	-	No reported problems
Site - Gas	2	5	-	-	-	-	-	Functional, no reported problems
Site - Water								
Site - Fuel Tanks	3	3	-	-	-	LS	\$ 2,500	No detailed information available, testing is warranted
Site - Storm Water	2	5	-	-	-	-	-	Functional, no reported problems
Kitchen grease trap	2	5	-	-	-	LS	\$ 2,500	Functional, no reported problems cleaning each year is recommended
Site - Sanitary	2	5	-	-	-	-	-	Functional, no reported problems
Division 8 - Doors and Windows								
Doors - Exterior weatherstripping	-	-	-	-	48	\$200 each	\$ 9,600	repair and replace
Doors - Interior	-	-	-	-	-	-	-	No reported problems
Division 9 - Finishes								
Floor Finishes								
Existing Carpet replace at new areas	1	3	-	2008	8000	\$5 / sq ft	\$ 40,000	Coord for hypo allergenic type
Renovate Toilet Room finishes	3	2	-	2010	-	-	-	Coord with mechanical replacements
Division 10 - Specialties								
Lab sinks	-	-	-	-	4	\$ 2,500	\$ 10,000	Coord with program requirements
Lockers								

Colchester School District								
William Johnston Middle School								
February 21, 2007								
SYSTEM	System Priority 1 to 4 (1=Health & Safety, 2=High, 3=Medium, 4=Low)	System Rating 1 to 6 (1=Poor, 5=Excellent)	Last Major Reconstruction (Year)	Projected Replacement (Year)	Quantity	Unit Price	Current Replacement Cost	REMARKS
Division 13 - Special Construction								
Security Systems	4	4	-	2010	-	LS	\$ 12,000	Future Upgrade
Fire Alarm Systems	1	2	-	2007	-	LS	\$ 78,000	Upgrade Fire Alarm System
Sprinkler Systems	NA	NA	-	-	62,000	\$4/SF	\$ 248,000	Require sprinkler system
School Bell System	3	1	-	2007	-	LS	\$ 10,000	Replace the existing system
Clock Systems	4	3	-	2009	-	LS	\$ 34,000	Future Upgrade
Division 14 - Conveying Systems								
Elevators	-	-	-	-	-	-	\$ 6,000	Repair existing
Division 15 - Mechanical								
General Mechanical (Motors, filters, etc...)	NA	NA	-	-	-	-	-	Maintenance and repair to extend life
Water Distribution System	-	-	-	-	-	-	-	Maintenance and repair to extend life
Plumbing Drainage System	3	2	-	2007	-	LS	\$ 1,000	Snake sanitary main annually to relieve backups and future problems
Water coolers required	3	3	-	2008	-	per fix	\$ 1,500	Coord with program and codes
Storm Drainage System	3	4	-	-	-	-	-	No reported problems
Heating/Cooling Piping System	3	3	-	2008	-	per fix	\$ 500	Rising stem valves as needed
Chemical Waste Piping	NA	NA	-	-	-	-	-	-
Plumbing Fixtures / Equipment	3	2	-	2008	-	per fix	\$ 1,000	Toilets and handicapped toilets, upgrade
Water Heaters	4	3	-	2008	-	LS	\$ 5,000	Remove separate gas-fired water heater
Boiler / Furnaces / Accessories	2	3	-	2008	-	LS	\$ 10,000	Repair exist second boiler with req'd appurtenances
Ventilation Systems	NA	NA	-	-	-	-	-	-
Ductwork/Accessories	2	3	-	-	-	-	-	Maintenance and repair to extend life
Mechanical Insulation	2	3	-	2008	-	LS	\$ 25,000	Asbestos on piping elbows requires removal and new insulation
Convection units	NA	NA	-	-	-	-	\$ 10,000	Repair covers in lockers and corridors
Air Handling Systems	2	3	-	2010	-	LS	\$ 30,000	Recommend new air handling unit for old gym
Repair valve at media center	2	2	-	2007	-	LS	\$ 1,500	Glycol leak presently collected in bucket
Chillers/Cooling Towers	2	NA	-	2010	-	-	-	Maintenance and repair to extend life
Terminal Units	2	NA	-	2010	-	LS	\$ 50,000	Recommend complete cleaning of existing radiator fins
Exhaust Systems	2	4	-	2010	-	LS	\$ 40,000	Recommend new outdoor air/exhaust system to ensure required ventilation air is provided.
Control Systems	2	1	-	2010	-	LS	\$ 150,000	Recommend standardized school district wide building management systems utilizing digital controls for new HVAC systems
Heating Fuel Systems	3	2	-	2010	-	LS	\$ 10,000	Recommend replacement of fuel oil pump, piping, fuel oil specialties.
Air Conditioning Systems	2	3	-	2016	-	LS	\$ 25,000	Air conditioning systems consist of existing rooftop split system units.
Computer lab cooling system	3	3	-	2007	-	LS	\$ 10,000	Sanyo split system cooling

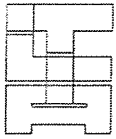
Colchester School District								
William Johnston Middle School								
February 21, 2007								
SYSTEM	System Priority 1 to 4 (1-Health & Safety, 2-High 3-Medium, 4-Low)	System Rating 1 to 5 (1-Poor, 5-Excellent)	Last Major Reconstruction (Year)	Projected Replacement (Year)	Quantity	Unit Price	Current Replacement Cost	REMARKS
Division 16 - Electrical								
General Electrical (Panelboards, misc. etc...)	-	-	-	-	-	LS	\$ 102,000	Miscellaneous
Panelboards (1962 Building)	2	2	-	2009	-	LS	\$ 160,000	Replace old panelboards and their associated feeders & branch circuitry.
Panelboards (1987 Building)	2	3	-	2010	-	LS	\$ 80,000	Replace old panelboards and their associated feeders & branch circuitry.
Electrical Service / Distribution (1962 Building)	2	2	-	2008	-	LS	\$ 50,000	Provide main and distribution boards.
Electrical Disconnect Switch/Distribution (1987 Building)	2	3	-	2009	-	LS	\$ 12,000	Replace distribution panels
Lighting - General								
Upgrade Classroom Lighting	3	3	-	2008	-	LS	\$ 220,000	Provide pendant linear direct/indirect fluorescent fixtures.
Upgrade Corridor Lighting	3	3	-	2008	-	LS	\$ 64,000	Provide recessed direct/indirect fluorescent fixtures.
Upgrade General Lighting	3	3	-	2008	-	LS	\$ 80,000	Provide recessed 2' x 4' direct/indirect in offices, exit sign, etc.
Upgrade Gymnasium Lighting (1962 Building)	3	2	-	2007	-	LS	\$ 12,000	Upgrade light level.
Upgrade lighting control	3	2	-	2008	-	LS	\$ 15,000	Provide ceiling occupancy sensors, daylight sensors, switches, etc.
Lighting - Emergency Lighting								
Grounding and Bonding	-	-	-	-	-	-	-	No reported problems
Packaged Engine Generators	-	-	-	-	-	-	-	N/A
Overhead Electrical Distribution	-	-	-	-	-	-	-	N/A
Uninterruptible Power Supply (UPS)/Battery and Inverter Systems	-	-	-	-	-	-	-	Included in emergency lighting
Communication Systems	3	1	-	2007	-	LS	\$ 55,000	Provide new PA system
Technology Systems	-	-	-	-	-	-	-	No reported problems



LOWER LEVEL PLAN - OPTION A
 100' x 110'
 TOTAL AREA 15,450



① SECOND FLOOR PLAN - OPTION A
107-110th ST CT 08415



THE LAWRENCE ASSOCIATES

ARCHITECTS / PLANNERS, P.C.

1075 TOLLAND TURNPIKE • MANCHESTER, CONNECTICUT • 06042

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BACON ACADEMY OPTION # "A" KEY FEATURES:

Existing Area Main Building Per State Record: 188,564 S.F.
Portable Classrooms: 12,200 S.F.
New Additions: 52,180 S.F.
TOTAL AREA: 252,944 S.F.

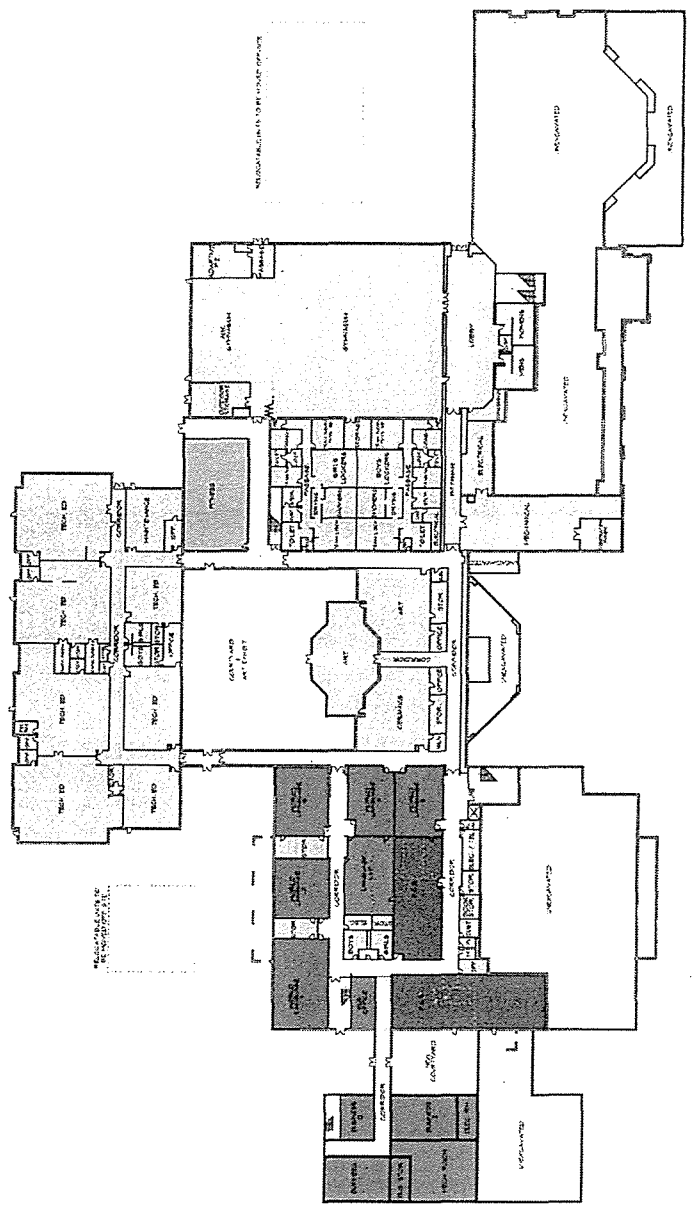
1,400 Student Enrollment Projection Needed for Full State Reimbursement or Higher Cost Share by Colchester

- New 3-Story Classroom
- Expansion to the Existing Cafeteria
- One New Art Room
- New Fitness Room
- Existing Fitness Room Becomes Auxiliary Gymnasium
- Use of Portable Classrooms Continues

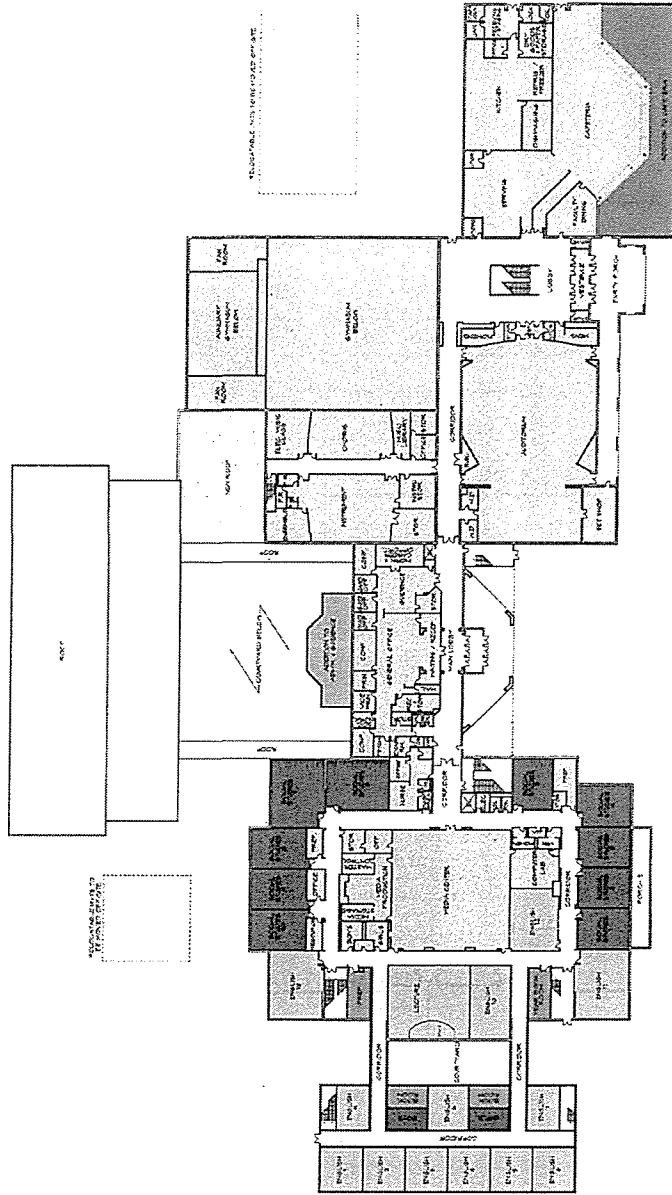
PROS	CONS
1. Dedicated Classroom for Teachers	1. Higher Cost Share by Colchester
2. Three Lunch Waves in Lieu of Four	2. Continuation of Portable Classrooms
3. Addl. Art and Fitness Room	3. Added Scrutiny by Regulatory Agencies

BUDGET ESTIMATE IN CURRENT DOLLARS BASED ON:

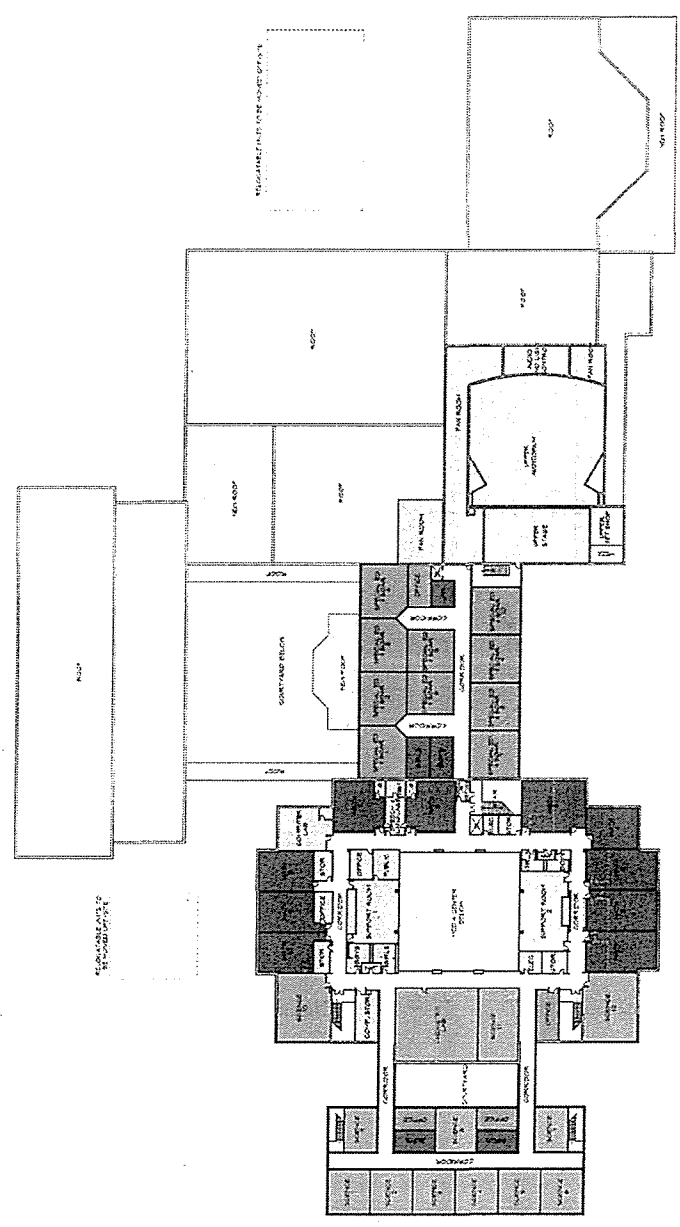
TASKS	\$ VALUE
1. New Construction 67,840 s.f. X \$250	16,960,000
2. Major Renovations 67840 s.f X \$175	11,872,000
3. Normal Renovations 120,724 s.f X \$125	15,090,000
4. Related Site Work and Renovations to Playing Fields	1,200,000
TOTAL	45,122,000



1.0 FIRST LEVEL PLAN - OPTION B
 TOTAL 10413.0 FT. 15, 320

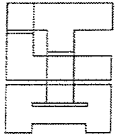


FIRST FLOOR PLAN - OPTION B
 1074 NEW 50 FT. 23'90"



1 SECOND FLOOR PLAN - OPTION B
1/32" = 1'-0"
TOTAL AREA 52,912 SF

NOTES:
1. SEE GENERAL NOTES TO CONTRACT
2. SEE ARCHITECT'S SPECIFICATIONS
3. SEE SCHEDULE OF WORK



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BACON ACADEMY OPTION # "B" KEY FEATURES:

Existing Area Main Building Per State Record: 188,564 S.F.
 Portable Classrooms: 0
 New Additions: 70,930
TOTAL AREA: 259,494

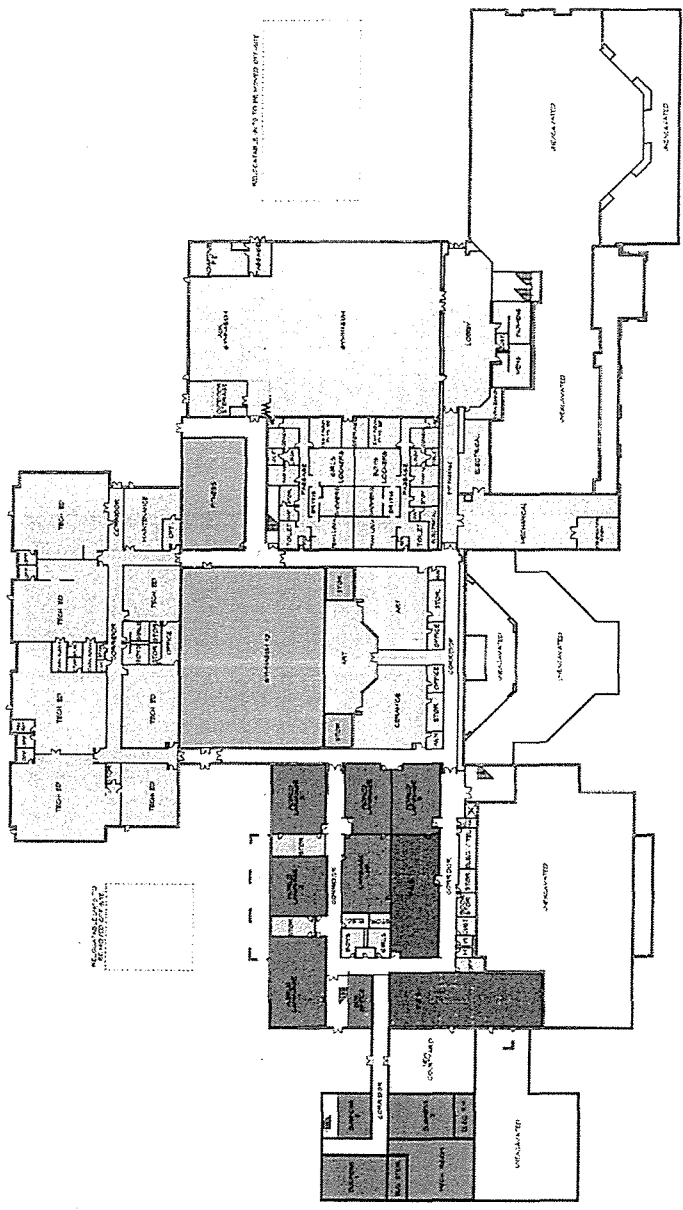
1,437 Student Enrollment Projection Needed for Full State Reimbursement or Higher Cost Share by Colchester

- New 3-Story Classroom
- Expansion to the Existing Cafeteria
- One New Art Room
- New Fitness Room
- Existing Fitness Room Becomes Auxiliary Gymnasium
- New Special Ed. Classrooms above Admin.
- Relocate Portable Classrooms Off-Site

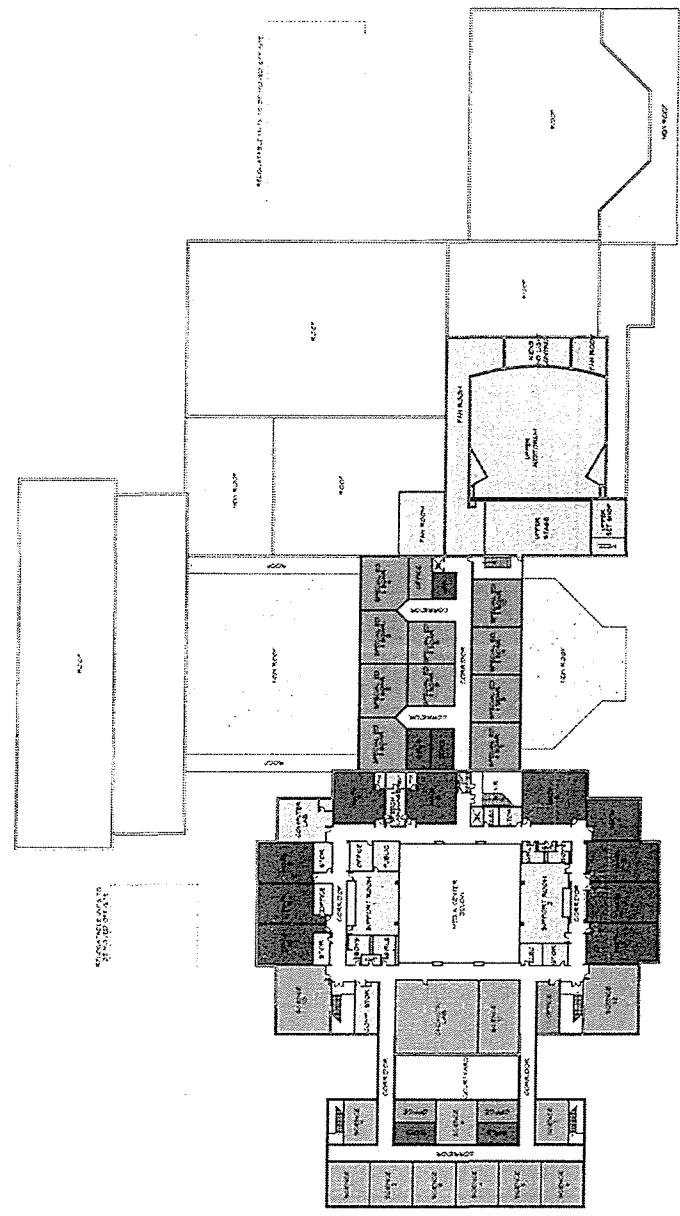
PROS	CONS
1. All Educational Use in the Main Building	1. Higher Cost Share by Colchester
2. Dedicated Classrooms for each Teacher	2. Added Scrutiny by Regulatory Agencies
3. Three Lunch Waves in Lieu of Four	3. Need for More Swing Spaces Than Option "A"

BUDGET ESTIMATE IN CURRENT DOLLARS:

TASKS	\$ VALUE
1. New Construction 70,930 s.f. X \$250	17,732,500
2. Major Renovations 67,840 s.f X \$175	11,872,000
3. Normal Renovations 120,724 s.f X \$125	15,090,000
4. Relocate Portable Classrooms Off-Site & Restore Site	350,000
5. Related Site Work and Renovations to Playing Fields	1,200,000
TOTAL	46,244,500

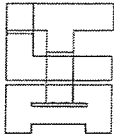


LOWER LEVEL PLAN - OPTION C
TOTAL AREA: 28,140



SECOND FLOOR PLAN - OPTION C
SCALE: 1/8" = 1'-0"

DATE: 05/11/10
DRAWN BY: J. GIBSON
CHECKED BY: J. GIBSON



THE LAWRENCE ASSOCIATES

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BACON ACADEMY OPTION # "C" KEY FEATURES:

Existing Area Main Building Per State Record: 188,564 S.F.

Portable Classrooms: 0

New Additions: 92,846 S.F.

TOTAL AREA: 281,410 S.F.

1,559 Student Enrollment Projection Needed for Full State Reimbursement or Higher Cost Share by Colchester

- New 3-Story Classroom
- Expansion to the Existing Cafeteria
- One New Art Room
- New Fitness Room
- Existing Fitness Room Becomes Auxiliary Gymnasium
- New Special Ed. Classrooms above Admin.
- New Practice/Second Gymnasium

PROS	CONS
1. All Educational Use in the Main Building	1. Higher Cost Share by Colchester
2. Dedicated Classrooms for Each Teacher	2. Need for More Swing Spaces Than Option "B"
3. Three Lunch Waves in Lieu of Four	3. More Scrutiny by Regulatory Agencies
4. Addl. Gym., Art, Admin. and Storage	

BUDGET ESTIMATE IN CURRENT DOLLARS:

TASKS	\$ VALUE
1. New Construction 92,846 s.f. X \$250	23,211,500
2. Major Renovations 67,840 s.f X \$175	11,872,000
3. Normal Renovations 120,724 s.f. X \$125	15,090,000
4. Relocate Portable Classrooms Off Site and Restore Site	350,000
5. Related Site Work and Renovations to Playing Fields	1,750,000
TOTAL	29,085,211.5

Mechanical and Electrical Systems Deficiencies

Bacon Academy School

Colchester, CT

Year Built 1993

Head Custodian: Ray Watson

Date/Start Time of CES Inspection: February 21, 2007 8:00 AM

Approximate School Area: 160,000 sq ft

Mechanical System Summary

- Two Weil McLain series 3 Model 2194, fired with #2 fuel oil, 50 gph, 5052 water MBH. One boiler has a leak that shows when hot, and has been repaired by Htfd Steam boiler and should be followed up on to assure proper function of the repair.
- Hot water heating system configuration is a primary / secondary loop type. One of the two primary pumps (BP-2) is leaking at the pump packing and is in queue for repair at the end of the heating season.
- One of the two secondary pumps (P-2) is leaking at the pump packing and is also in queue for repair at the end of the heating season.
- The two PVI domestic hot water heaters model 1000P125ATPD firing #2 fuel oil at 800 MBH require barometric damper adjustment, relief valve have recently been replaced. This type of system used in a school should have safety relief valves replaced annually.
- Existing 20,000 gallon underground fuel oil storage tank was unknown as to age and should be checked for problems, leaks and longevity.
- Some roof leaks have had recent repairs at expansion joints and pitch pockets. All mechanical equipment pitch pockets should be inspected and repaired.
- A frozen pipe was recently repaired at rear stair #1318 which had no heat in this vestibule. Doors are now left open and the pipe was heat traced so as to not happen again.
- The music room occasionally receives flue gases, on cold days, from the 18 inch diamet chimney which is in close proximity to the outside air intake louvers of the building air handlers. Chimney should be increased in height so as to eliminate this IAQ problem.
- Media Center has a heat stratification problem that requires added heat for comfort as well as set back temperature elimination. Ceiling de-stratification fans and/or revision to supply grille types are required.
- Server room connected to the Media Center was originally for hardware for the "satellite dish" which had no air supply or exhaust and now it requires a small Sanyo or Mitsubishi type split system air conditioner to cool the computer equipment.
- The typing room and office next to the Media Center are being used with increased number and style of equipment that generates more heat than what the present system can eliminate. Again a small Sanyo or Mitsubishi type split system air conditioner to cool the room is required.
- Air handler VFD original to the school do not have an electrical bypass system to run the fans when the VFD is compromised. New units have been installed with the required bypass and are functioning well. This procedure should be continued.
- The ABS control system is performing adequately however the building thermal mass is such that setback temperatures for unoccupied times are not used. The building takes too long to be comfortable and it seems a lot of fuel is being used to just get the building comfortable. A study of these procedures should be done to assure the staff and the Town, that setbacks are

an energy saving procedure that should be kept. The set-points and times initiated can be revised to not compromise the comfort levels.

- Future freight or passenger elevator could be used at the gym. The present use requires a handicapped person go through the school, secured areas, to gain access to the gym. Also any large equipment needs to be brought all the way around the outside of the school to get to this area.
- Wood shop dust collector flexible connections are broken and worn. These connections should be replaced to assure proper exhaust air is being drawn from the shop tools not from the outside.
- No shower is evident in the Physics Lab. Check program requirements.
- Chemical storage at the Chemistry Lab now stores alcohol. If this use changes or increase from the present use the cabinets should be vented to the outside with 2 inch diameter metal pipe.
- Elevator shunt trip breaker is not evident and should be installed for safety of the passengers in case of fire or sprinkler discharge.
- North corridor near the Construction Tech area has a small roof leak. This leak has recently been patched and is waiting to be tested during the next rain. Monitor and repair as required.
- Shrubs around the fire department connections are too overgrown for proper fire department access to these systems.

Electrical System Summary

Power

- The pad mounted transformer 480Y/277V is in good condition.
- The distribution switchboard has enough capacity for future expansion.
- The main service, GE AV LINE switchboard 4000A with HPC, THPC 3640BG3T, 65kAIC and main (3) three distribution boards, 480Y/277V are in good condition.
- Generator, Kohler 500kW, 480/277V is in working condition. The new block heater was replaced couple years ago. The running time on this generator is 784 hours.
- Battery charger for generator is in fair condition.
- Panelboards throughout school are in a good condition.

Lighting

- The fluorescent lamps used in classrooms, corridors, media center, cafeteria, and kitchen are 32W T8 with electronic ballast.
- Emergency lighting is on the generator, emergency power.
- Lighting levels in most classrooms are good.
- Lighting levels in media center, cafeteria, and office are good.
- Lighting levels in gymnasium are good for high school (40 footcandles).
- Exterior lighting is good.
- Site lighting is good. Except the path way from student parking to the auditorium. It is quite dark. The complaint was too difficult to see people across at night time.

Signal

- Addressable Fire Alarm system is good.
- All typical classrooms do not have horn/strobe units. Horn/strobes are required to be provided in all classrooms by CT code.
- Limited phone lines. These are no room for expansion.

- Intercom/PA system is not working properly. The science wing occasionally could not hear and response. The card (serving science area) in PA system needs replacement.
- Security system is good.
- School bell system is good.

Colchester School District								
Bacon Academy								
February 21, 2007								
SYSTEM	System Priority / 1 to 4 (1=Health & Safety, 2=High, 3=Medium, 4=Low)	System Rating / 1 to 5 (1=Poor, 5=Excellent)	Last Major Reconstruction (Year)	Projected Replacement (Year)	Quantity	Unit Price	Current Replacement Cost	REMARKS
General Observations								
General Appearance	-	-	-	-	-	-	-	No reported problems
Accessibility	-	-	-	-	-	-	-	No reported problems
Asbestos	-	-	-	-	-	-	-	No reported problems
Division 2 - Site Construction								
Site - Electrical	-	-	-	-	-	-	-	No reported problems
Site - Lighting								
Building Mounted Fixtures	-	-	-	-	-	-	-	See Division 16
Pole Mounted Fixtures	-	-	-	-	-	-	-	See Division 16
Bollards	-	-	-	-	-	-	-	No reported problems
Site - Gas	2	5	-	-	-	-	-	Functional, no reported problems
Site - Water								
Site - Fuel Tanks	3	4	-	-	-	LS	\$ 2,500	No detailed information available, testing is warranted
Site - Storm Water	2	5	-	-	-	-	-	Functional, no reported problems
Site - Sanitary	2	5	-	-	-	-	-	Functional, no reported problems

Colchester School District								
Bacon Academy								
February 21, 2007								
SYSTEM	System Priority: 1 to 4 (1=Health & Safety, 2=High, 3=Medium, 4=Low)	System Rating: 1 to 5 (1=Poor, 5=Excellent)	Last Major Reconstruction (Year)	Projected Replacement (Year)	Quantity	Unit Price	Current Replacement Cost	REMARKS
Division 12 - Furnishings								
Wood shop dust collector	4	3	-	2007	-	LS	\$ 500	repair flex connection
Lab vent and emerg shower	1	3	-	2008	-	-	\$ 5,000	Coord with program requirements
Division 13 - Special Construction								
Security Systems								
Fire Alarm Systems	1	3	-	2007	-	LS	\$ 20,000	Add Speaker/Strobe in all classrooms
Sprinkler Systems	1	2	-	2007	-	-	\$ 4,000	Elevator shunt trip breaker
Remove bushes at fire dept connection	1	2	-	2007	-	-	\$ 500	Increase access for building safety
Clock Systems	-	-	-	-	-	-	-	No reported problems
Division 14 - Conveying Systems								
Elevators	4	4	-	2008	-	-	\$ 30,000	New asked for at gymnasium
Division 15 - Mechanical								
General Mechanical (Motors, filters, etc...)								
Water Distribution System	NA	NA	-	-	-	-	-	Continual maintenance and repair will extend life
Plumbing Drainage System	3	4	-	2008	-	LS	\$ 1,000	Snake sanitary main annually to relieve backups
Storm Drainage System	3	4	-	-	-	-	-	No reported problems
Heating/Cooling Piping System	2	4	-	2007	-	LS	\$ 5,000	Boiler leaks
Chemical Waste Piping	NA	NA	-	-	-	-	-	-
Plumbing Fixtures / Equipment	3	-	-	2023	as req'd	LS	-	Continual maintenance and repair will extend life
Water Heaters	3	-	-	2013	2	-	-	Replace with like kind
Barometric damper adjustment	1	2	-	2007	2	-	\$ 250	Energy conservation
Boiler / Furnaces / Accessories	3	-	-	2018	2	-	-	Upgrade or replace with like kind
Boiler repair in process	2	-	-	2007	1	LS	\$ 5,000	Existing leak
Boiler pumps seals	4	1	-	2007	2	LS	\$ 2,500	Replace pump seals
Ventilation Systems	NA	NA	-	-	-	-	-	Provided by main air handling units.
Increase height of chimney	-	-	-	-	-	-	\$ 8,000	Add 8 feet to stack
Ductwork/Accessories	4	-	-	-	-	-	-	Continual maintenance and repair will extend life
Mechanical Insulation	4	-	-	-	-	-	-	Continual maintenance and repair will extend life
Unit Ventilators	NA	NA	-	-	-	-	-	-
Air Handling Systems	4	-	-	2028	as req'd	-	-	Continual maintenance and repair will extend life
Chillers/Cooling Towers	4	-	-	2023	as req'd	-	-	Continual maintenance and repair will extend life
Install split system at server room	-	-	-	-	-	-	-	-
Terminal Units	NA	-	-	-	-	-	-	-
Exhaust Systems	1	-	-	2018	as req'd	-	-	Continual maintenance and repair will extend life
Control Systems	2	-	-	2028	as req'd	-	-	Continual maintenance and repair will extend life
Install ceiling fans in Media Center	3	2	-	2007	4	LS	\$ 6,000	Energy conservation and comfort
Install split system at computer room	3	3	-	2007	-	-	\$ 7,500	Energy conservation and comfort
Re-establish set back temperatures	3	3	-	2007	-	-	\$ 1,000	Reprogram for best schedule and temperatures
Heating Fuel Systems	3	-	-	2023	as req'd	-	-	Continual maintenance and repair will extend life
Air Conditioning Systems	2	4	-	2010	as req'd	-	-	Air conditioning systems consist of rooftop units and split systems.
Compressed Air Equipment	NA	NA	-	-	-	-	-	-

Colchester School District								
Bacon Academy								
February 21, 2007								
SYSTEM	System Priority (1=Health & Safety, 2=High, 3=Medium, 4=Low)	System Rating (1=Poor, 5=Excellent)	Last Major Reconstruction (Year)	Projected Replacement (Year)	Quantity	Unit Price	Current Replacement Cost	REMARKS
Division 16 - Electrical								
General Electrical (Panelboards, misc. etc ...)	-	-	-	-	-	LS	\$ 40,000	Miscellaneous
Panelboards	-	-	-	-	-	-	-	No reported problems
Electrical Service / Distribution	-	-	-	-	-	-	-	No reported problems
Lighting - General								
Upgrade exterior lighting	2	3	-	2007	-	LS	\$ 4,500	Add light fixture on pathway between student parking to auditorium
Lighting - Emergency Lighting	-	-	-	-	-	-	-	No reported problems
Grounding and Bonding	-	-	-	-	-	-	-	No reported problems
Packaged Engine Generators	-	-	-	-	-	-	-	No reported problems
Overhead Electrical Distribution	-	-	-	-	-	-	-	N/A
Uninterruptible Power Supply (UPS)/Battery and Inverter Systems	-	-	-	-	-	-	-	Included in emergency lighting
Communication Systems	3	3	-	2007	-	-	\$ 12,000	Repair PA system. The announcement do not go to science wings. Provide more phone line.
Technology Systems	-	-	-	-	-	-	-	No reported problems

BACON ACADEMY HIGH SCHOOL, Colchester, CT



1. OCR REPORT

Connecticut State Department of Education conducted a survey on 12/8/2006 at Bacon Academy for "Civil Rights Compliance Review of Educational Programs". A report was subsequently issued outlining noncompliance issues relating to Section 504 and/or ADA.

The school has corrected a number of items since this report was issued and therefore, said items have not been included in this report.

A. Hossain visited the site on 2/21/2007 and walked the building with the principal. The following represents our observations, understanding of the issues and possible solutions.

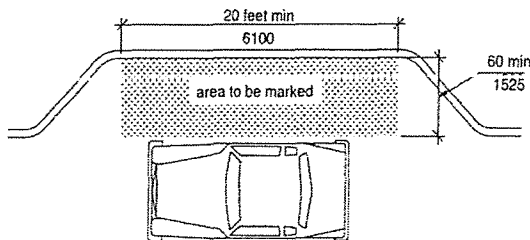


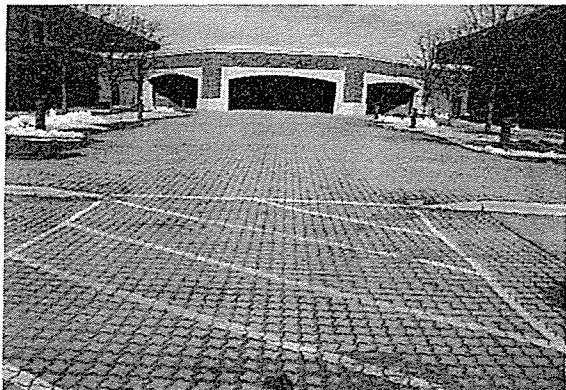
Fig. 503.3
Passenger Loading Zone Access Aisle

2. PASSENGER LOADING ZONE

Issue: Passenger Loading/Unloading Zone does not meet code.

Solution: Remove existing curb and a section of side walk near existing cross-walk (from the parking to the Main Entrance), and install a vehicle pull-in space 5'x20' level with the existing drive. Provide curb ramps to existing sidewalks and install sign.

Cost: 8,500.00



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3. PLAY FIELDS

Issue: *Walkways to the track and fields do not meet code for width and slope.*

Issue: *No wheelchair access to fields and visitor's bleacher at the track.*

Issue: *Toilets do not meet code.*

Issue: *Track stair does not meet code.*

Solutions: *A solution will be developed after the snow melts for better observation of the conditions.*

Cost: *\$20,000.00*

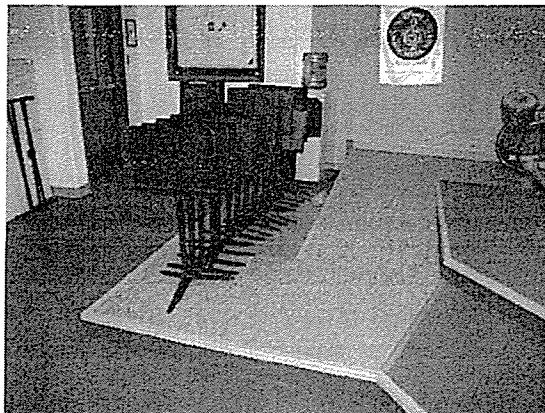


4. PROGRAM ACCESSIBILITY

Issue: *Foreign Language Lab Room # 3137 with raised platform and Dark Room with narrow door are not accessible.*

Solution: *Install ramp at the front of the platform and widen Dark Room door.*

Cost: *\$7,500.00*



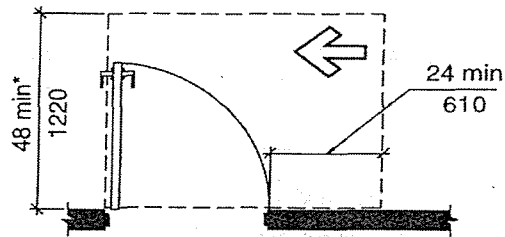
5. RAMPS

Issue: *Ramp platform in Chorus Room # 2310 does not meet code.*

Solution: *Enlarge platform size to 60"x60".*

Cost: *\$2,500.00*

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(f) Latch Approach, Pull Side

6. LATCHSIDE CLEARANCE

Issue: Provide latch-side clearances at Rooms # Boys 1804/2120/3126 and Girls 1806/ 2116/3122.

Solution: Remove existing masonry walls with floor to ceiling ceramic tile. Install toilet compartment partitions further into the rooms.

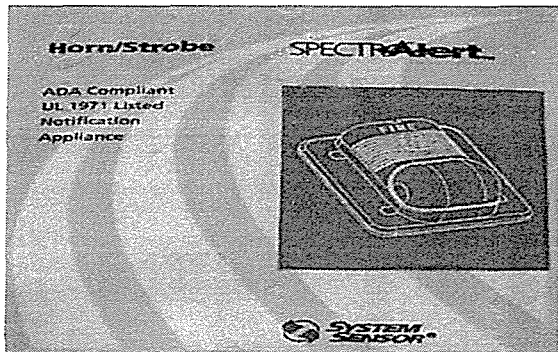
Cost: \$7,500/Room x 6 = \$45,000.00

7. KNURLED KNOBS

Issue: Hazardous area doors do not have tactile markings.

Solution: Remove existing lever handle and install new lever handles with tactile marking at doors Custodian, Shops, Storage, Boiler/Mech. Rooms, Finishing Rooms, Art Rooms, Labs/Prep. Rooms and Elec. Transformer Vaults.

Cost: \$1,000.00



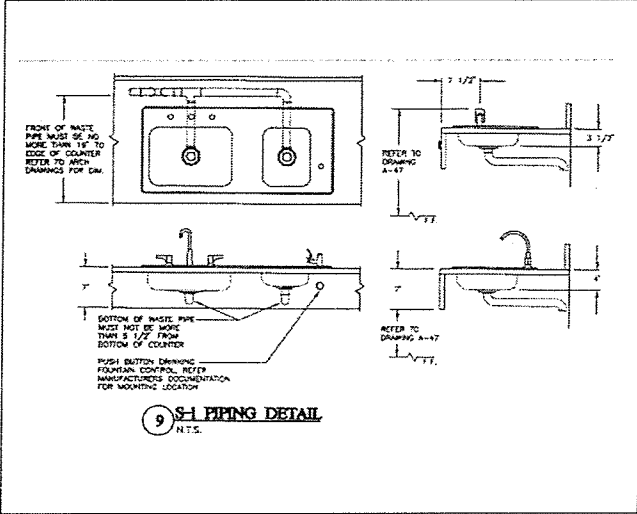
8. FIRE ALARM DEVICES

Issue: All classrooms do not have a fire alarm device.

Solution: Provide fire alarm devices at all classrooms.

Cost: \$2,500/Room x ??? = ??????

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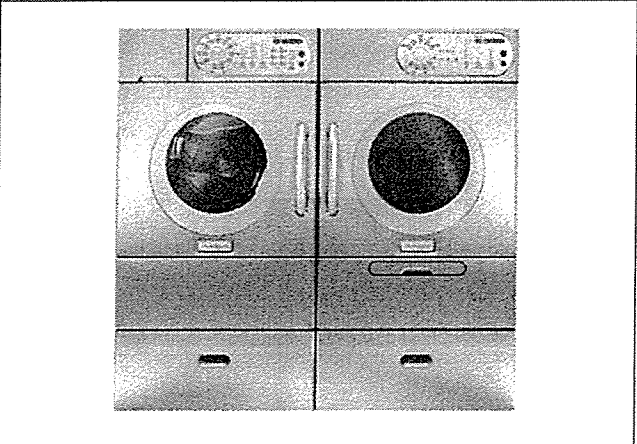
9. SINKS/LAVATORIES

Issue: Sinks do not meet code required clearances.

Issue: Lavatory hot water pipe in Room # 2105 is not insulated.

Solutions: Remove existing sinks and install shallow sinks. Insulate hot water pipe.

Cost: \$1,500/sink x 3 = \$4,500.00

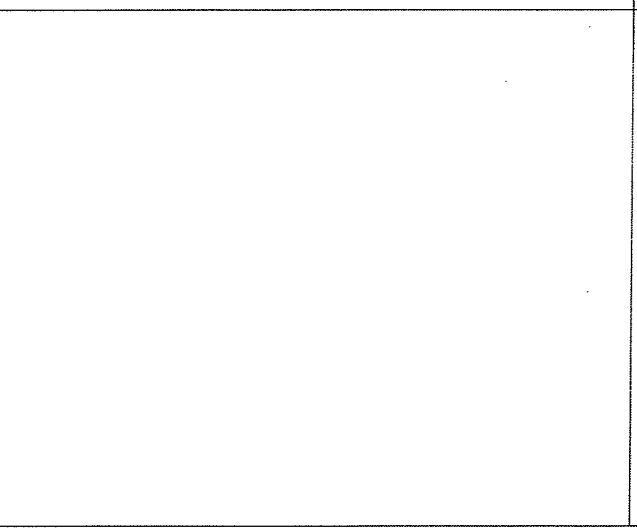


10. APPLIANCES

Issue: The dryer and microwave in the Culinary Arts is not accessible.

Solution: Remove existing and provide new ones with front controls.

Cost: \$2,500.00



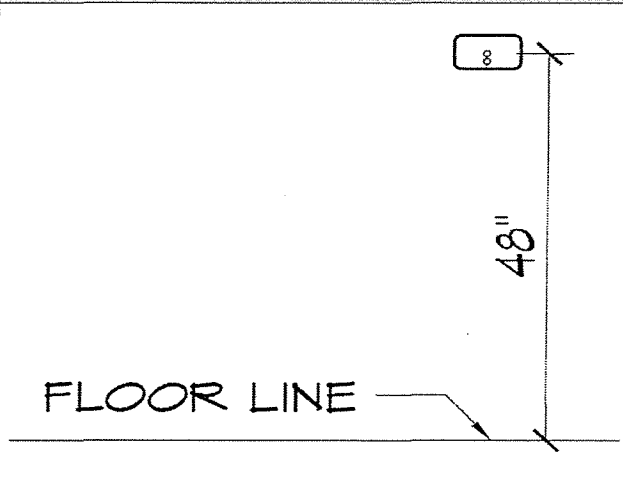
11. AUDITORIUM

Issue: Auditorium does not have dispersed wheelchair spaces.

Issue: Handrail extension does not comply with code.

Solution: Provide 5-8 seats throughout. Extend rails.

Cost: \$3,500.00

BACON ACADEMY HIGH SCHOOL, Colchester, CT									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr style="background-color: #cccccc;"> <td style="width: 50px; text-align: center; vertical-align: middle;">12.</td> <td style="text-align: center; vertical-align: middle;">OPERATING CONTROLS</td> </tr> <tr> <td style="vertical-align: top; padding: 5px;"><i>Issue:</i></td> <td style="padding: 5px;"><i>Operating controls and switches in classrooms are not between 48-54" from floor.</i></td> </tr> <tr> <td style="vertical-align: top; padding: 5px;"><i>Solution:</i></td> <td style="padding: 5px;"><i>Remount non-electrical devices at the proper height. Apply for modification for electrical devices.</i></td> </tr> <tr> <td style="vertical-align: top; padding: 5px;"><i>Cost:</i></td> <td style="padding: 5px;"><i>N/A.</i></td> </tr> </table>	12.	OPERATING CONTROLS	<i>Issue:</i>	<i>Operating controls and switches in classrooms are not between 48-54" from floor.</i>	<i>Solution:</i>	<i>Remount non-electrical devices at the proper height. Apply for modification for electrical devices.</i>	<i>Cost:</i>	<i>N/A.</i>
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<i>Cost:</i>	<i>N/A.</i>								

COST SUMMARY

1	OCR Report (See Details Below)	
2	Passenger Loading/Unloading Zone	\$8,500.00
3	Play Fields	\$20,000.00
4	Ramp in Foreign Language Lab and Dark Room Door	\$7,500.00
5	Ramp in Chorus Room	\$2,500.00
6	Door Clearance Toilet Rooms	\$45,000.00
7	Knurled Knobs	\$1,000.00
8	Fire Alarm Devices in Classrooms*	\$0.00
9	Sinks/Lavatories	\$4,500.00
10	Appliances with Front Controls	\$2,500.00
11	Handicapped Seating in Auditorium	\$3,500.00
12	Operating Controls	\$0.00
	TOTAL	\$95,000.00

*Fire Alarm Devices to be done with the replacement of entire school system.