

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Agenda
Thursday, February 17, 2011
Colchester Town Hall**

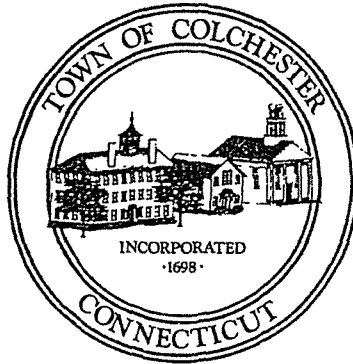
Meeting Room 1 – 7:00pm

RECEIVED
COLCHESTER, CT
2011 FEB 14 PM 4:11
Nancy A. Bray
NANCY A. BRAY
TOWN CLERK

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the February 3, 2011 Regular Board of Selectmen meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Ethics Commission. Member re-appointment for a new three-year term to expire 02/28/2014. Dan Henderson to be interviewed.
6. Budget Transfers
7. Tax Refunds & Rebates
8. Discussion and Possible Action on Discovery Grant (Colchester Collaborative)
9. Discussion and Possible Action on Sewer & Water Operating Budget
10. Discussion and Possible Action on STEAP Recommendation and Weston & Sampson Proposal
11. Citizen's Comments
12. First Selectman's Report
13. Liaison Report
14. Executive Session to Discuss Agreement with Local 1303-448 Connecticut Council 4, AMERICAN FEDERAL OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO Library Employees

15. Discussion and Possible Action on Agreement with Local 1303-448 Connecticut Council 4, AMERICAN FEDERAL OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO Library Employees
16. Executive Session to Discuss Negotiation Strategy with Colchester Police Local 2693T, AFSCME Council 15
17. Adjourn

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Minutes
Thursday, February 3, 2011
Colchester Town Hall**

Meeting Room 1 – 7:00pm

RECEIVED
COLCHESTER, CT
2011 FEB - 4 PM 4:43

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

MEMBERS ABSENT:

OTHERS PRESENT: Derrik Kennedy, Kate Byroade, Dot Mrowka, Mark Decker, Patti White, Maggie Cosgrove

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:00 p.m.
2. **Additions to the Agenda**
S. Soby moved to add to the agenda, Item # 6b, "Commission on Aging. Member appointment for a three-year term to expire 12/31/2013. Herb Davis to be interviewed," seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
3. **Approve Minutes of the January 20, 2011 Commission Chair meeting**
S. Soby moved to approve the minutes of the January 20, 2011 Commission Chair meeting, seconded by J. Ford. G. Cordova abstained. All other Selectmen approved. MOTION CARRIED.
4. **Approve Minutes of the January 20, 2011 Regular Board of Selectmen meeting**
R. Coyle moved to approve the minutes of the January 20, 2011 Regular Board of Selectmen meeting, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
5. **Citizen's Comments**
None
6. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
 - a. **CORRECTION - Police Retirement Board. Member Dan Eberle to be re-appointed to the Police Retirement Board for a three-year term to expire 01/31/14.** R. Coyle moved to re-appoint Dan Eberle to the Police Retirement Board for a three-year term to expire 01/31/14, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
 - b. **Commission on Aging. Member appointment for a three-year term to expire 12/31/2013. Herb Davis to be interviewed.**
Herb Davis was interviewed.

7. Budget Transfers

S. Soby moved to approve the budget transfers of \$59,000 (18101-49246 – Debt Service-Bond Interest) to \$59,000 (18501-50474 – Trsf to Capital Reserve-Bldgs&Grounds), seconded by G. Cordova. Unanimously approved. MOTION CARRIED

S. Soby moved to approve the budget transfer of \$211 (12101-40101 – Regular Payroll) to \$211(12101-43258 – Professional Memberships), seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

8. Tax Refunds & Rebates

R. Coyle moved to approve the tax refunds of \$26.14 to Terry Faipler, Jr., \$46.55 to Ann & John Taylor, \$226.73 to Kenneth Johnson, \$948.40 to Justin & Susan Adams, \$70.20 to Kathryn Werme, and \$154.93 to Jordan Werme, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

9. Discussion and Possible Action on Senior Center Grant Renewal Application

R. Coyle moved to authorize Senior Center Director Patti White to submit a preliminary application for grant funding in the amount of \$12,500 to Senior Resources, Title III fund of the Older Americans Act of continuation of the Making Memories Program, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

10. Discussion and Possible Action on STEAP Recommendation and Weston & Sampson Proposal

No action taken.

11. Discussion and Possible Action on Job Descriptions

S. Soby moved to approve the revised job descriptions as recommended by the First Selectman, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

12. Discussion and Possible Action on Concession Stand Bid Award

S. Soby moved to authorize the First Selectman to enter into contract with Subway to operate the concession stand at the Recreation Complex for 2011, 2012, and 2013, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

13. Citizen's Comments

D. Mrowka stated her concern about the condition of the sidewalks on Norwich Avenue and school children walking on the roads instead of the unmaintained sidewalks

14. First Selectman's Report

First Selectman G. Schuster reported that so far there have been no major problems with the snow, there was a roof collapse at a storage facility, there have been no resident injuries, town hall has had some leaks, the canopy at the Toyota dealer partially collapsed, and the Town is encouraging people to use roof rakes to clear snow from the roofs and not to go on the roofs, but rather hire a licensed professional clear the snow. The Town recently used Reverse 911 to inform people to clear snow from their roofs. There is some concern about flooding once the snow melts. Two town crew employees have reported injuries while working on snow removal activities with one returning to work and the other still out. The crew is exhausted, but still doing a tremendous job. The Town recently opened the Emergency Operations Center (EOC) to better respond to snow emergencies during the past ice storm. Recognition is given to the Fire Department who is also working extremely hard during the past couple of weeks with snow-related activities. The CERT team was activated and helped staff the EOC overnight. The town has submitted preliminary assessment forms to FEMA for reimbursement of snow removal activities and damages from the 1/11-1/13 winter storm. "Three Men in a Ten" will be occurring again next weekend, 2/11-2/13, on the Town Green to benefit and raise money for the Colchester Fuel Bank.

15. Liaison Report

None.

16. Executive Session to Discuss Agreement with Local 1303-448 Connecticut Council 4, AMERICAN FEDERAL OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO Library Employees

S. Soby moved to enter Executive Session to discuss agreement with Local 1303-448 Connecticut Council 4, AFSCME, AFL-CIO – Library Employees, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Board entered into Executive Session at 8:12 p.m.

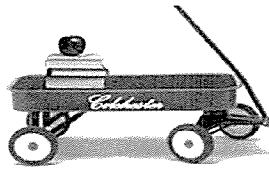
Board exited Executive Session at 8:25 p.m.

17. Discussion and Possible Action on Agreement with Local 1303-448 Connecticut Council 4, AMERICAN FEDERAL OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO Library Employees

No action taken.

18. Adjourn

G. Cordova moved to adjourn at 8:25 p.m., seconded by R. Coyle. Unanimously approved. MOTION CARRIED.



THE COLLABORATIVE FOR COLCHESTER'S CHILDREN

315 Halls Hill Road

Colchester, CT 06415

860.537.0717 FAX: 860.537.6573

February 13, 2011

MEMO

TO: Colchester Board of Selectman
127 Norwich Avenue
Colchester, CT 06415

FROM: Shelly A.N. Flynn, MSW
Early Childhood Coordinator

RE: Continuation of Discovery Grant

It is respectfully requested that you grant the authority to submit the Request for Proposal for the continuation of our community's Discovery Grant, funded through the Graustein Memorial Fund in partnership with The Children's Fund of Connecticut and The Annie E. Casey Foundation. Additionally, a request is being made to comprehensively define the partnership between the Board of Selectman – C3 partnership as agreed to at the May 7, 2009 Board meeting. A proposed Memorandum of Understanding is attached for review and discussion.

Our community has been supported by the Graustein Memorial Fund in varying capacities over the past four years, namely through their Discovery work which focuses on developing a community's capacity to support children birth through age eight. Colchester is one of 53 communities in Connecticut supported by Discovery and though Colchester did not meet their initial qualifying criteria of at least one severe needs school in the district, the Memorial Fund extended their support to our community. Additionally, Colchester has also received funding from the Memorial Fund to support three Community Conversation grants, all revolving around the development of School/Family/Community Partnerships.

The purpose of this continuation grant is to fund the infrastructure of our birth through age eight initiative, namely the Collaborative for Colchester's Children (C3) in order to implement our blueprint strategies and actions which were developed in June, 2009.

The maximum grant funding amounts we are seeking from our Grantors are as follows:

Year One:	(April 1, 2010 through March 31, 2011):	\$50,000.00
Year Two:	(April 1, 2011 through March 31, 2012):	\$50,000.00; and if funding allows,
Year Three:	(April 1, 2012 through March 31, 2013)	\$40,000.00 (must reapply)
Year Four:	(April 1, 2013 through March 31, 2014)	\$30,000.00 (must reapply)
Year Five:	(April 1, 2014 through March 31, 2015)	\$20,000.00 (must reapply)

Ensuring that All of Colchester's Youngest Citizens are
Happy, Healthy and Successful Children

A cash match is required for each year, specifically for half the amount of the funding request. Last year, the Graustein Memorial Fund accepted the redeployment of School Readiness Grant funds to the salary of the coordinator, in the amount of \$21,500.00. The remaining cash match is in the form of benefits paid on behalf of the coordinator from the Board of Education. In this next fiscal year, we would be utilizing the redeployment of School Readiness grant funds in the same manor. In the 2012-2013 fiscal year, the cash match is expected to grow to \$35,000.00, with increasing support from both the town and school. This grant, if awarded, will continue to support our infrastructure through funding a coordinator, clerk, three team leaders, a program accountability coordinator, as well as administrative and other supplies. Additionally, if funding for our infrastructure is in place, grant funds can be allocated toward the implementation of the blueprint, as allowed pursuant to grant guidelines.

Alongside grant funding, partnerships are a key component to our community based initiative and as well, thriving partnerships can ensure the health, happiness and success of our youngest citizens. At this time, we also seek to specifically design the partnership between the Board of Selectman and C3. Attached is a proposed Memorandum of Understanding for your review which outlines possible partnership opportunities for both the Board and C3. This document explores six different categories of partnership, specifically engagement, communication, expertise, financial resources and data. Each category is defined by possible actions to be taken by both the Board and C3. I look forward to discussing the partnership opportunity with you at the February 17, 2011 Board meeting.

To demonstrate the Collaborative's progress to date, attached please find a Snapshot of Progress which was published in September, 2010. As we move forward, we continue to focus on three strategic areas: health and wellness, family supports, and early care and education. Specifically, we are focusing on:

- A community-wide early literacy initiative that involves the establishment of a bookmobile, literacy training for parents, additional literacy resources for Cragin Memorial Library along with library-based events.
- Our health partners will begin a broad based outreach to those community members who have established contacts with our families in need (social services, school teachers, school nurses, etc.). Additionally, planning is in place for a community based event geared toward the development of healthy lifestyles.
- Our family supports area has been working on the development of a comprehensive resource book that will provide the community with easy access to needed resources. Also in development is a website that will house a comprehensive resource directory which will facilitate connecting our community to local resources. Survey work is also being conducted to identify data that will help further guide our efforts.

This initiative has the energy, research, and community support to make a profound difference in our community. Currently, we have 24 committed partners and a Leadership Work Group consisting of approximately 30 people representing nearly all stakeholders in our community. Most importantly, this commitment allows our initiative to move forward with the strength and vigor representative of all involved. If you require any further information, I will be happy to answer any questions you may have.

Respectfully submitted,

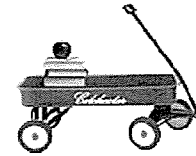
Shelly A.N. Flynn, MSW
Early Childhood Coordinator

Ensuring that All of Colchester's Youngest Citizens are
Happy, Healthy and Successful Children

Collaborative for Colchester's Children (C3)

LOCAL PARTNER ORGANIZATION

MEMORANDUM OF UNDERSTANDING (MOU)



I, on behalf of the **Board of Selectman for the Town of Colchester**, as the authorized decision-making representative, make a commitment to support the Collaborative for Colchester's Children (C3) early childhood initiative. Our organization enters into this agreement, as part of a collaborative decision-making team, for the purpose of ensuring that "all of Colchester's youngest citizens will be healthy, happy, and successful children" as outlined in its Community Blueprint.

About C3:

The Collaborative for Colchester's Children is a group of partners including area organizations, professionals, educators, community members and parents. The Collaborative is dedicated to creatively and proactively doing everything we can for the growth and development of our community's children with a specific focus on pregnant women and families with children ages birth to eight. C3 activities are collectively determined by the Leadership Work Group and Results Teams based upon data and community input. The Collaborative will work to make the following strategic changes:

- Improve local systems and policies to promote children's healthy development
- Increase opportunities for physical activities for children and their families
- Create a central source of information for Colchester's families with young children
- Support and improve out of school time programs and access to these programs
- Promote and increase opportunities for quality, enriching early learning experiences
- Expand reading, writing, and mathematics opportunities

Collaborative Activities:

As a Partner Organization we agree to engage in several of the following activities:

- Designate representative(s) to participate in Leadership Work Group and/or Results Team meetings
- Share constituent voice and perspective in the collaborative decision making process
- Promote collective ownership and accountability for the Community Blueprint Plan
- Advocate for actions that support and advance the Community Blueprint and sustain the Collaborative infrastructure

Permissions and Liabilities:

- Partner Organizations shall be liable for their own actions; any Partner Organization or Members of C3 shall not be liable for the actions or conduct of other Partner Organizations;
- Partner Organization agrees to allow its C3 media partners to photograph or film and broadcast, including through the internet, recorded or live images and audio of Partner Organization's activities, with appropriate permissions in accordance with related policies and laws;
- C3 will make every effort to promote or provide media coverage for C3 activities sponsored by the Partner Organization;
- Partner Organization may fundraise using the C3 brand or logo for any promotion involving C3 activities and programs;
- Partner Organization may use the C3 brand or logo for any event or promotion that is in alignment with the Community Blueprint;
- Any protected health and/or other confidential information which is shared or provided to either party shall be used only for purposes within the scope of this agreement, and shall be governed by all applicable federal and state confidentiality and privacy law and regulations.

Specific Commitments:

Category	Community Partner	Collaborative for Colchester's Children
Engagement	<ul style="list-style-type: none"> a. Recruit new clients, consumers, or staff to participate in Collaborative and/or work groups b. Bring constituent voice and perspective to collaborative decision making process c. Present the Collaborative work and Blueprint strategies at (monthly) staff and Board meetings d. Solicit input from parents and constituents e. Ensure required representative's participation <ul style="list-style-type: none"> • Cragin Library • Health Department • Parks and Recreation • Senior Center • Youth and Social Services 	<ul style="list-style-type: none"> a. Have clear lines of authority and procedures regarding decision-making b. Attend partner meetings as requested c. Prepare and provide information on strategies and process d. Provide support to work groups and/or strategy implementation teams e. Connect constituents with partner programs f. Provide leadership opportunities for interested partners and their clients g. Recruit diverse work group membership
Communication	<ul style="list-style-type: none"> a. Publish links on website to Collaborative information b. Promote the Blueprint work in press releases and public presentations 	<ul style="list-style-type: none"> a. Distribute fact sheets and progress reports b. Publish partner information on Collaborative website c. Promote partners' work in the Blueprint in press releases and presentations
Expertise	<ul style="list-style-type: none"> a. Provide best practices and content information from professional networks, research, and models. b. Assist with project planning or management c. Provide evaluation or data analysis services d. Share resources for training and professional development e. Share in public relations efforts f. Provide staff member to assist with policy development and/or analysis as needed 	<ul style="list-style-type: none"> a. Facilitate peer sharing among like-kind providers b. Share learning from capacity building sessions c. Connect partners to statewide resources and information d. Connect partners to technical assistance networks e. Share research reports f. Ensure constituent voice, perspective and needs are represented
Financial Resources 4/1/2011- 3/31/2012	<ul style="list-style-type: none"> a. Notify the Collaborative of state/federal funding opportunities available through my organization b. Share grant proposals and applications with Collaborative to ensure alignment with Blueprint c. Help write grants for collaborative infrastructure and/or programming d. Align existing resources with Blueprint plan e. Provide In-kind resources f. Share fiscal information when C3 activities are included in Partner funding plans 	<ul style="list-style-type: none"> a. Assist in the preparation of grants b. Develop a comprehensive financing plan for strategies, programs, or activities. c. Provide funds for a specific program or activity
Data	<ul style="list-style-type: none"> a. Track and share client data b. Collect and report on agreed upon measures 	<ul style="list-style-type: none"> a. Share performance measure data b. Provide data on strategy implementation progress and challenges c. Conduct data analysis and/or secure resources to compile and analyze data d. Share data reports prior to public dissemination

Advocacy	<ul style="list-style-type: none"> a. Contribute to the identification of policy issues b. Track and report on legislation that impacts Blueprint strategy and infrastructure implementation c. Include Blueprint policy issues in organizational advocacy 	<ul style="list-style-type: none"> a. Identify and share policy issues b. Track and report on legislation c. Develop joint advocacy agenda d. Connect partners w/ statewide advocacy groups e. Represent collaborative policy issues to statewide organizations
Evaluation	<ul style="list-style-type: none"> a. Participate in annual collaborative functioning assessment b. Assist in strategy implementation evaluation 	<ul style="list-style-type: none"> a. Participate in annual collaborative functioning assessment b. Assist in strategy implementation evaluation c. Facilitate joint evaluation among and between partners
Service Delivery	<ul style="list-style-type: none"> a. Participate in defining and implementing a common protocol b. Align case management functions and practices 	<ul style="list-style-type: none"> a. Facilitate joint planning sessions b. Prepare documents c. Facilitate partner agreements among implementation partners

Process to Review Progress and Commitments: The Collaborative and the partner will jointly review the agreement expectations annually or more frequently if necessary. This review will consist of a meeting in which both parties evaluate the progress made and/or actions taken to “turn the curve”. Partner Organization will collect and share the agreed upon data necessary for review of progress.

Modifications or Amendments:

This Memorandum of Understanding shall become effective when signed by all parties, and shall remain in force until thirty (30) days after written notice of a desire to terminate by any party. Any and all modifications or amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

Signatures:

We enter this agreement with our fellow partners in the spirit of collaboration and with the common goal of ensuring the success of young children in Colchester.

Collaborative for Colchester’s Children

Town of Colchester- Board of Selectman

Signature

Signature

Shelly Flynn
Collaborative Representative’s Name

Gregg Schuster
Organization Representative’s Name

Coordinator
Title

First Selectman
Title

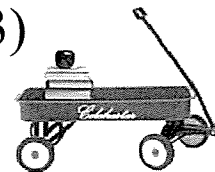
860-873-0717
Contact Information

860-537-7220
Contact Information

Agreement Date: February 17, 2011

SNAPSHOT OF PROGRESS 2009-2010

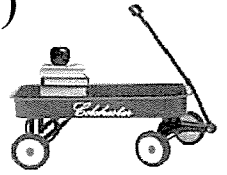
September 13, 2010



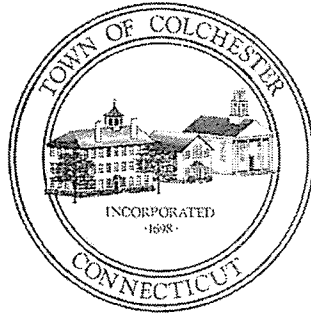
C3 INFRASTRUCTURE	EARLY CARE AND EDUCATION
<ul style="list-style-type: none"> • Created a single early childhood collaborative (C3) that has merged all local early childhood entities including School Readiness, Early Care Collaborative and C3 • Developed and adopted by-laws • Established organizational structure • Hired Team Leaders, Specialists, and Program Accountability Coordinator • Received \$50,000 Discovery Grant • Increased our local exposure with a panel presentation to Discovery communities beginning the blueprint development process • Received Federal exposure when C3 presented to a diverse Federal panel in Washington DC 	<ul style="list-style-type: none"> • Initiated two Head Start Programs <ul style="list-style-type: none"> • Early Head Start for pregnant women and families with infants and toddlers • Preschool classroom for children ages three to five • Collected over 1,500 children's books for donation to families • Distributed approximately 600 books through the Food Bank • Hosted a Math workshop for preschool providers • Presented a Literacy workshop to the community • Enabled the professional growth of area childcare providers through a CDA certificate program with Charts-a-Course • Organized a Behavior Management workshop • Distributed resource materials on literacy, school readiness, and health
FAMILY SUPPORTS	HEALTH AND WELLNESS
<ul style="list-style-type: none"> • Held the first Celebrating Families Event • Initiated development of a central source of information • Appointed a liaison for the after-school initiative • Organized the booth for the CBA Tag Sale on the Green 	<ul style="list-style-type: none"> • Established procedure for securing the Backus Healthy Start Van • Participated in discussions about changes to the School Health & Wellness Policy • Created traveling activity bags including a preschool box available for checkout from library • Formed a comprehensive Health & Wellness Community Group for Colchester

SNAPSHOT OF PROGRESS 2009-2010

September 13, 2010



COMMUNITY OUTREACH	PUBLIC RELATIONS
<ul style="list-style-type: none"> • Developed a website • Created a partnership between C3, Cragin Memorial Library, and Colchester Rotary to apply for a grant to carry out several literacy projects • Recruiting individuals and organizations currently missing from C3's efforts 	<ul style="list-style-type: none"> • Published articles on need for quality early experiences and C3's work • Submitted press releases for various activities • Invited media representatives to attend C3 meetings and events
RESOURCE DEVELOPMENT	VOLUNTEER COORDINATION
<ul style="list-style-type: none"> • Acquired donations for C3 events from local businesses and partners • Secured computer hardware from the State's Property Distribution Center for future donation to Colchester residents 	<ul style="list-style-type: none"> • Developed and implemented a volunteer form to be used for C3, the school district and the town • Interviewed volunteers • Created a volunteer database • Provided support for various activities



February 11, 2011

From: Mark Decker

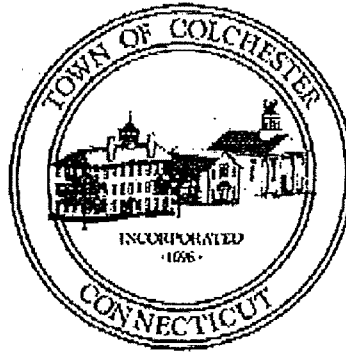
To: Board of Selectmen

Re: Sewer & Water Budget

A budget public hearing was held on February 9 to gather public comment on the proposed 2011/2012 SWC operating budget, rates, and fees. Following the sparsely attended public hearing at which no public comments were made, the SWC accepted the budget and unanimously approved a motion to send it to the Board with a recommendation to approve. A copy of the budget is attached. There are no changes in rates or fees in the coming year.

Recommended Action:

Motion for the Board to approve the 2011/2012 Sewer and Water operating budgets, rates, and fees.



Colchester Sewer and Water Commission

Fiscal year 2011 – 2012

Operating Budgets

Contents:

Water Operating Budget Spreadsheet and Justification

Sewer Operating Budget Spreadsheet and Justification

Use Rates

Fees for Services

The Colchester Sewer and Water Commission will hold a Public Hearing to present and gather public comment on the proposed budget for the 2011/2012 Fiscal Year including proposed rate schedules on Wednesday, 9 February 2011 at 7:00 p.m. at the Colchester Town Hall

2011-2012 Fiscal Year Sewer and Water Commission Operating Budget

<u>EXPENSE</u>	10/11 ANNUAL REVISED BUDGET	10/11 PROJECTED BUDGET	11/12 PROPOSED BUDGET	DIFFERENCE
WATER OPERATING				
4003210 40101 Regular Payroll	\$ 262,447	\$ 251,648	\$ 265,950	\$ 3,503
4003210 40103 Overtime	\$ 21,817	\$ 29,880	\$ 22,666	\$ 849
4003210 40105 Contr Temp Occas	\$ -	\$ 500	\$ -	\$ -
4003210 40106 Misc Payroll	\$ 3,900	\$ 3,000	\$ 2,600	\$ (1,300)
4003210 41210 Employee Related Insurance	\$ 67,747	\$ 66,606	\$ 75,721	\$ 7,974
4003210 41230 FICA & Pension	\$ 37,270	\$ 36,000	\$ 36,976	\$ (294)
4003210 42301 Office Supplies	\$ 1,700	\$ 1,236	\$ 1,700	\$ -
4003210 42323 Prot Clothing & Safety Equipment	\$ 1,248	\$ 1,248	\$ 1,248	\$ -
4003210 42340 Operating Supplies	\$ 65,000	\$ 68,124	\$ 79,000	\$ 14,000
4003210 43213 Travel Training & Meetings	\$ 2,000	\$ 1,500	\$ 2,000	\$ -
4003210 43258 Dues & Subscriptions	\$ 1,301	\$ 1,301	\$ 1,468	\$ 167
4003210 44203 Legal	\$ 2,000	\$ -	\$ 2,000	\$ -
4003210 44206 Municipal Insurance	\$ 12,750	\$ 12,000	\$ 12,750	\$ -
4003210 44208 Professional Services	\$ 24,350	\$ 23,010	\$ 23,750	\$ (600)
4003210 44217 Postage	\$ 2,500	\$ 3,405	\$ 3,500	\$ 1,000
4003210 44223 Service Contracts	\$ 8,515	\$ 7,669	\$ 8,515	\$ -
4003210 44231 Advertising	\$ 600	\$ 600	\$ 600	\$ -
4003210 44238 Uniform Rentals	\$ 884	\$ 884	\$ 884	\$ -
4003210 44244 Refunds for Overpayments	\$ 50	\$ -	\$ 50	\$ -
4003210 44255 Refunds for Tax or Liens	\$ 50	\$ 120	\$ 50	\$ -
4003210 44262 Audit	\$ 5,500	\$ 5,500	\$ 5,500	\$ -
4003210 44285 Lab Fees	\$ 7,250	\$ 6,435	\$ 11,750	\$ 4,500
4003210 45216 Telephone	\$ 10,440	\$ 5,307	\$ 5,292	\$ (5,148)
4003210 45221 Fuel/Heating	\$ 17,100	\$ 15,000	\$ 14,900	\$ (2,200)
4003210 45622 Electric	\$ 99,780	\$ 86,236	\$ 96,105	\$ (3,675)
4003210 46224 Equipment Repairs	\$ 10,000	\$ 30,000	\$ 10,000	\$ -
4003210 46226 Building Repairs	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
4003210 46390 Vehicle Maintenance	\$ 3,000	\$ 2,277	\$ 3,000	\$ -
4003210 48404 Machinery & Equipment				\$ -
4003210 48416 Office Equipment	\$ 750	\$ 750	\$ 750	\$ -
4003210 49245 Bond Principal	\$ 154,501	\$ 154,501	\$ 156,736	\$ 2,235
4003210 49246 Bond Interest	\$ 52,188	\$ 48,051	\$ 48,051	\$ (4,137)
4003210 49247 Bond Issuance Costs				\$ -
4003210 50413 Transfers Out to General Fund				\$ -
4003210 50474 Transfers Out to Capital Reserve				\$ -
4003210 50500 Transfers to Capital Projects	\$ 20,000	\$ 20,000	\$ 20,000	\$ -
4003210 50900 Contingency	\$ 32,184	\$ -	\$ 32,514	\$ 330
4003210 90800 Depreciation - Buidings				\$ -
4003210 91800 Depreciation - Machinery & Equipment				\$ -
4003210 92800 Depreciation - Infrastructure				\$ -
4003210 93800 Depreciation - Improvements				\$ -
4003210 99999 GAAP Audit Adjustment				\$ -
TOTAL	\$ 933,821	\$ 887,788	\$ 951,025	\$ 17,204

2011/2012 Water Budget Justification

- 40101 Regular Payroll - \$265,950
 - Public Works Director salary (50 percent of Water/Sewer portion) - \$21,165
 - Water Department Supervisor - \$74,293
 - Chief Operator - 1 man @ \$27.03 x 8hrs. x 261 days = \$56,439
 - Assist. Operator - 1 man @ \$21.87 x 8hrs. x 261 days = \$43,452
 - Operator In Training - 1 man @ \$16.33 x 8 hrs. x 261 days = \$34,097
 - Financial Manager salary (50 percent) - \$23.18 x 8 x 261 x 0.5 = \$24,195
 - Admin. Asst. (50 percent of Water/Sewer portion) - \$19.70 x 8 x 261 x 0.25 = \$10,286
 - longevity pay - \$2,025

- 40103 Overtime - \$22,666
 - scheduled OT-4 hrs/day x 104 weekend days x (\$27.03+\$21.87)/2x1.5= \$5,258
 - scheduled OT-4 hrs/day x 13 holidays x (\$27.03+\$21.87)/2x1.5= \$1,908
 - repair/emergency related OT - 75 hrs. x (\$27.03+\$21.87)/x1.5= \$5,502

- 40106 Misc. Payroll - \$2,600
 - beeper pay

- 41210 Employee Related Insurance - \$75,721
 - Health, LTD, Life, AD&D, W/C

- 41230 FICA - \$36,976
 - 0.0765 of payroll, OT, and 401a
 - 0.0765 of highway crew payroll (for water main repair work)
 - 401a contribution

- 42301 Office Supplies - \$1,700
 - 1/2 of office supply needs - \$3,000/2
 - 1/2 of office equipment under \$100 - \$400/2

- 42323 Protective Clothing & Safety Equipment - \$ 1,248
 - boots, gloves, eye, ear protection, respirator cartridges, etc.

- 42340 Other Purchase & Supplies - \$79,000
 - Plant operation chemicals - \$43,000
 - Plant/Field testing and operating equipment and supplies - \$9,000
 - Other misc. materials - \$9,000
 - Hydrant replacement program - \$5,000
 - Custodial Supplies - \$1000
 - Hand Tools - \$2,000
 - Well 4 Pilot test materials - \$10,000

- 43213 Travel, Training, & Meetings - \$2,000
 - Training and Continuing Education, public information notices, water week, etc.

- 43258 Dues and Subscriptions - \$1,468
 - Professional Affiliation (AWWA, ABPA, and CWWA)
 - Diversions Permit

- 44203 Legal - \$2,000

- 44206 Municipal Insurance - \$12,750

- 44208 Other Professional Services - \$23,750
 - Diversion Permit Stream flow monitoring (\$4,000)
 - contractor repairs on water lines and other services (\$8,000)
 - contracted calibration work (\$1,000)
 - Individual Water Supply Plan (\$10,000)
 - Physicals & Testing - Pulmonary for plant staff, D&A monit - (\$750)

- 44217 Postage - \$3,500
 - \$7,000/2 budgets – bills, notices, correspondence, etc.

- 44223 Service Contracts - \$8,515
 - Computer software support/network support - \$1,600/yr (split with sewer)
 - Fire extinguisher annual maintenance - \$400
 - Plant and Booster Station generator maintenance agreement - \$1,750
 - Furnace maintenance agreement – WTP 1 and 2 - \$800
 - Meter reading eq. and software maintenance agreement - \$1,690/yr. (split with sewer)
 - Grounds Maintenance - \$500
 - Weekly garbage collection - \$320
 - Copier - no lease – split with sewer -\$780
 - SCADA Control maintenance agreement - \$2,100
 - Alarm services - \$220

- 44231 Advertising - \$600
 - advertising of legal notices, etc.

- 44238 Uniform Rentals - \$884
 - pants, polo shirts, T-shirts, sweat shirts for 4 employees

- 44244 Refunds for Overpayment - \$50

- 44255 Refunds - Tax or Liens - \$50

- 44262 Audit - \$5,500
 - year end audit plus fixed asset consultation

- 44285 Lab Fees - \$11,750
 - various weekly, monthly, quarterly, semi-annual, and annual water testing

- 45216 Telephone - \$5,292
 - emergency answering service, pagers, phones, cell phones

- 45221 Fuel-Heating - \$14,900
 - Appx. 10,000 gals \$1.49/gallon

- 45622 Electric - \$96,105
 - avg. \$8,009/mo. x 12 mo.

- 46224 Equipment Repairs - \$10,000
 - Scheduled and unscheduled repairs to plant and well equipment including main breaks

- 46226 Building Repairs - \$5,000
 - Scheduled and unscheduled building repairs and minor (non-capital) improvements, including repairs at O&M building

46390 Vehicle Maintenance - \$3,000
scheduled and unscheduled repairs on three trucks

48416 Office Equipment - \$750
Computer upgrades (split with sewer)
Capital equipment over \$100 (split with sewer)

49245 Bond Retirement - \$156,736
\$50,000+106,736

49246 Bond Interest - \$48,051
\$3,000+45,051

50500 Transfers To Capital Project - \$20,000

50900 Contingency - \$32,514

2011-2012 Fiscal Year Sewer and Water Commission Operating Budget

<u>EXPENSE</u>	10/11 ANNUAL REVISED BUDGET	10/11 PROJECTED BUDGET	11/12 PROPOSED BUDGET	DIFFERENCE
SEWER OPERATING				
2403207 40101 Regular Payroll	\$56,406	\$56,145	\$ 55,920	\$ (485.85)
2403207 40102 Other Regular & Part Time Payroll				\$ -
2403207 40105 Contr, Temp, Occas		\$500	\$0	\$ -
2403207 41210 Employee Related Insurance	\$13,573	\$13,450	\$15,163	\$ 1,590.01
2403207 41230 FICA & Pension	\$8,013	\$7,914	\$ 7,566.27	\$ (447.20)
2403207 42301 Office Supplies	\$1,700	\$1,146	\$1,700	\$ -
2403207 42340 Operating Supplies	\$500	\$500	\$500	\$ -
2403207 43213 Travel, Training & Meetings	\$100	\$250	\$250	\$ 150.00
2403207 44203 Legal	\$500	\$0	\$500	\$ -
2403207 44206 Municipal Insurance	\$12,750	\$12,436	\$ 12,750.00	\$ -
2403207 44217 Postage	\$2,500	\$3,405	\$3,500	\$ 1,000.00
2403207 44223 Service Contracts	\$4,745	\$4,726	\$4,745	\$ -
2403207 44231 Advertising	\$600	\$600	\$600	\$ -
2403207 44244 Refunds for Overpayment	\$50	\$0	\$0	\$ (50.00)
2403207 44255 Refunds for Tax or Liens	\$50	\$120	\$50	\$ -
2403207 44262 Audit	\$5,500	\$5,500	\$5,500	\$ -
2403207 44268 Joint Sewer Facility Personnel	\$98,647	\$98,647	\$99,906	\$ 1,259.00
2403207 45216 Telephone	\$2,400	\$2,494	\$2,600	\$ 200.00
2403207 45221 Fuel/Heating	\$1,828	\$1,612	\$ 2,337.50	\$ 510.00
2403207 45622 Electric	\$90,000	\$75,000	\$81,600	\$ (8,400.00)
2403207 46224 Equipment Repairs	\$10,000	\$9,957	\$10,000	\$ -
2403207 46269 Joint Sewer Facility Maintenance	\$495,697	\$495,697	\$474,629	\$ (21,068.00)
2403207 48404 Machinery & Equipment	\$20,100	\$20,100	\$20,100	\$ -
2403207 48416 Office Equipment	\$750	\$750	\$750	\$ -
2403207 50413 Transfers Out to General Fund				\$ -
2403207 50474 Transfers Out to Capital Reserve				\$ -
2403207 50500 Transfers to Capital Project	\$20,000	\$20,000	\$20,000	\$ -
2403207 50900 Contingency	\$20,001	\$0	\$ 45,412	\$ 25,411.59
				\$ -
TOTAL	\$866,410	\$830,949	\$ 866,079	\$ (330)

2011/2012 Sewer Budget Justification

- 40101 Regular Payroll - \$55,920
Public Works Director salary (50 percent of Water/Sewer portion) - \$21,165
Financial Manager salary (50 percent) - $\$23.18 \times 8 \times 262 \times 0.5 = \$24,195$
Admin. Asst. (50 percent of Water/Sewer portion) - $\$19.70 \times 8 \times 262 \times 0.25 = \$10,286$
Longevity - \$275
- 41210 Employee Related Insurance - \$15,163
- 41230 FICA - \$7,567
0.0765 of P/R and 401a
401a - contribution
-
- 42301 Office Supplies - \$1,700
1/2 of office equipment under \$100 (split with water)
- 42340 Other Purch Supplies - \$500
Batteries, lights, custodial supplies, etc.
- 43213 Travel, Training & Meetings - \$250
- 44203 Legal - \$500
- 44206 Municipal Insurance - \$12,750
- 44217 Postage - \$3,500
\$7,000/2 bills and notices, etc.
- 44223 Service Contracts - \$4,745
Copier - no lease – split with water - \$780
Computer software/network support - \$1,600/2 (split with water)
Fire extinguisher annual maintenance - \$200
PHPS generator maintenance contract - \$620
Furnace annual maintenance PHPS- \$300
Meter reading eq. and software maintenance agreement - \$1,689/yr. (split with water)
Pump Station Alarm System - \$1,200
- 44231 Advertising - \$600
advertising of rates for budget public meeting, etc.
- 44244 Refunds for Overpayment - \$50
- 44255 Refunds - Tax or Liens - \$50
- 44262 Audit - \$5,500
year end audit plus fixed asset consultation
- 44268 Joint Facilities Personnel – \$99,906

- 45216 Telephone - \$2,600
avg. of \$217/mo x 12 mo.
- 45221 Fuel-Heating - \$2,338
850 gallons at \$2.75 per gallon
- 45622 Electric - \$81,000
Flatbrook, 584 Norwich, Prospect Hill Pump Station
approx. \$6,800/month
- 46224 Equipment Repairs - \$10,000
repairs to sewer mains, pump station, manholes, etc.
Removal of UST at PHPS - \$5,000
- 46269 Joint Facilities Maintenance - \$474,629
- 48404 Machinery and Equipment - \$20,100
Repairs to small office equipment - \$50
Equalization tank payment to Hebron - \$20,050
- 48416 Office Equipment - \$750
Computer upgrades, etc. (split with water)
- 50474 Transfers to Capital Reserve - \$20,000
- 50900 Contingency - \$45,412

1/7/2011

PROPOSED USAGE RATES
COLCHESTER SEWER AND WATER COMMISSION
2011 - 2012 FISCAL YEAR

Residential-Use Rates

(thousands of gallons)	Existing	Existing	New	New
	<u>Water</u>	<u>Sewer</u>	<u>Water</u>	<u>Sewer</u>
Serv Charge	\$ 11.30	\$ -	\$ 11.30	\$ -
0 to 10	\$ 7.11	\$ 6.85	\$ 7.11	\$ 6.85
10 to 20	\$ 7.39	\$ 6.93	\$ 7.39	\$ 6.93
20 plus	\$ 9.46	\$ 7.16	\$ 9.46	\$ 7.16

Unmetered sewer based on 18,000 gallons per quarter - \$123.94

Irrigation water meter (unsewered) – all water charged at \$9.46/1,000 gallons

Commercial-Use Rates

3/4 in. or larger meters

<u>Thousands of Gallons</u>	<u>Water Rates</u>	<u>Sewer Rates</u>
Service charge, per quarter (includes up to 20)		
3/4 in. meter	\$ 163.06	\$138.24
1 in. meter	\$ 164.16	\$138.24
1-1/2 in. meter	\$ 165.63	\$138.24
2 in. meter	\$ 169.68	\$138.24
3 in. meter	\$ 199.49	\$138.24
4 in. meter	\$ 210.53	\$138.24
6 in. meter	\$ 236.29	\$138.24
8 in. meter	\$ 265.73	\$138.24
Over 20	\$7.35/1,000 gals.	\$6.91/1,000 gals.
Private Fire Service:	Up to 4 in.	\$20.45 per quarter
	4 in.	\$127.22 per quarter
	6 in.	\$369.88 per quarter
	8 in.	\$787.94 per quarter
	10 in.	\$1,417.09 per quarter

Proposed rates to be
effective 7-1-11

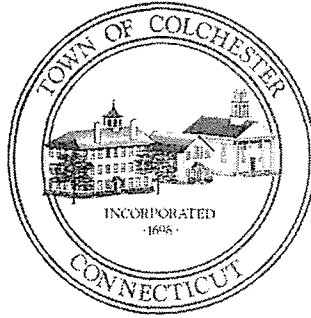
TOWN of COLCHESTER SUMMARY OF FEES FOR SERVICES

<u>DESCRIPTION</u>	<u>Fee</u>	<u>COMMENTS</u>
Commercial Building	\$5.00	Per additional unit on a single meter added to the base rates
Late payment Charge	1.50 percent	Per month
Return Check Charge	\$25.00	
Lien Fee	\$35.00	
Water service Reactivation Charge	\$120.00	Fee includes a service call to shut off and one to turn back on
Service Termination Avoidance Charge	\$60.00	
Service Call	\$60.00	
After Hours (min)	\$160.00	Up to 2hrs; \$80 for each hour or portion of thereafter
Sewer Assessment Payoff Lien Release	\$10.00	
Cross Connection Inspection	\$80.00	Per site min charge. Additional time onsite charged at hrly service call rate
RPD Testing Fee	\$55.00	Per device if performed while onsite doing survey. Otherwise 1 hr Service Call Rate is added
Frozen Meter Charge	\$230.00	includes cost of replacement meter. If meter reusable then substitute parts for new meter charge
Day	\$315.00	includes cost of replacement meter. If meter reusable then substitute parts for new meter charge
After Hours	no charge	
Water Audit	no charge	
Account Activation	\$65.00	Includes office and field time to read a meter for initial reading and set up account records
New meter Installation	\$550.00	Includes price of meter and meter yoke
Sale of pool water - 6,000 gallons	\$87.00	Price per each additional 1,000 gallons per irrigation rate
 <u>Construction and Special Services</u>		
Flow Test	\$100.00	each
Sewer and Water Application Fees (1)	\$70.00	Per unit. Conditions of payment remain the same
Construction Inspection	\$60.00	Minimum per visit up to 1 hour..Service Call Rate for each hour or portion of thereafter
New Main Flushing (2)	\$60.00	Minimum per visit up to 1 hour..Service Call Rate for each hour or portion of thereafter
Pressure /Leak Test (2)	\$180.00	Minimum per test. up to 3 hours..Service Call Rate for each hour or portion of thereafter
Chlorination (2)	\$120.00	Minimum per test. up to 2 hours..Service Call Rate for each hour or portion of thereafter
Temporary Hydrant Meter	\$120.00	Includes 2 hours service to set and remove meter. Water used is charged at the appropriate rate
 <u>Construction-</u>		
Cut in Tees	These services be performed based on labor and equipment time, materials, and administrative overhead. Estimate prepared and Fee paid in advance.	
Tapping	1 inch	\$ 750.00
	1.5 inch	\$ 975.00
	2.0 inch	\$ 1,300.00
Hydrant Raise		

NOTES

- 1 For complex plan review, charge at an hourly rate of \$70 times estimated hours to review the documents. Recommendations above, as well as, this suggestion are subject to the existing requirements for pre-payment

- 2 These Fees are for observation only. Should the Town start performing the actual service then the fee will be recalculated on a time charge basis



February 11, 2011

To: Board of Selectmen

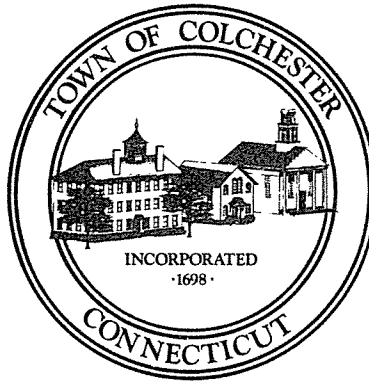
From: Mark Decker

Cc: Adam Turner, Maggie Cosgrove

Re: Colchester Pump Station Agreement

Weston & Sampson has revised their proposal, a copy of which is attached. As requested, they have broken out bidding services as an optional work item. The net result is \$49,600 which is \$3,150 more than existing funding. Based on Adam's comments, it is unlikely there will be any additional funds available through DECD. Hence, it is requested the Board identify an appropriate account line from which the required \$3,150 can be transferred into a professional services account to fund the difference between the cost of the design and the existing STEAP grant funds and then to approve the Weston & Sampson design services proposal and authorize the First Selectman to sign all necessary documents.

Gregg Schuster



First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman

Date: 02/14/11

Re: Pump Station Agreement – Designation of Additional Expense

I recommend that \$3,150 be transferred from “Legal Expenses” to “Professional Services” to fund the difference between the cost of the design and the existing STEAP grant fund

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

THIS AGREEMENT is made by and between the TOWN OF COLCHESTER, CONNECTICUT, acting herein by and through its Sewer and Water Commission, hereinafter called OWNER and WESTON & SAMPSON ENGINEERS, INC., with offices at 273 Dividend Road, Rocky Hill, Connecticut hereinafter called ENGINEER.

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

ARTICLE 1 - ENGAGEMENT OF ENGINEER

- 1.01 OWNER hereby engages ENGINEER, and ENGINEER hereby accepts the engagement to perform certain professional engineering services hereinafter described for the COLCHESTER COMMERCIAL DEVELOPMENT SANITARY SEWER AND WATER EXPANSION PROJECT hereinafter called the PROJECT. The proposed project area, hereinafter called PROJECT AREA, is shown on the attached figure.
- 1.02 ENGINEER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

ARTICLE 2 - SCOPE OF SERVICES

2.01 PRELIMINARY ENGINEERING:

A. Kickoff Meeting:

1. Meet with OWNER staff and others as deemed appropriate by OWNER to obtain latest collection system drawings, Wastewater Facilities Plan, concept information and drawings, design element targets, anticipated flow rates, etc. During meeting, review and discuss the merits, drawbacks, and benefits for customary pumping station configurations (submersible, flooded suction, suction lift). In addition to the physical configuration, consideration shall also be given to pumping and storage capacities, in the context of initial and maximum projected flows to the station. Review OWNER's desires, concerns, and preferences for the aesthetic, operational, and detailed mechanical components of the station. Review and discuss forcemain, gravity sewer, and water main configuration and preferred routing. Meeting shall result in recorded decisions for design of preferred configurations and piping routes.

B. Survey and Mapping:

1. Review existing site survey data (if any), provide additional property and topographic survey as follows:
 - a. Perform land records research to determine existence of and obtain any existing mapping for the PROJECT AREA. ENGINEER presumes that OWNER will provide detailed A-2 / T-2 boundary and topographic survey data from existing development areas within the PROJECT AREA.
 - b. ENGINEER further presumes that inland wetlands delineation and mapping will be provided by OWNER based on existing data in possession of OWNER.

C. Geotechnical Investigations

1. Obtain permission (right-of-entry) from property owner (via OWNER) to proceed with conduct of geotechnical investigation of the subsurface soil and bedrock conditions at the proposed wastewater pumping station site (see attached Figure). Upon receipt, conduct one (1) geotechnical boring to a maximum depth of 50 feet. Borings shall include blow counts and sampling at 5-foot intervals. ENGINEER will monitor boring activities.
2. Due to budgetary constraints, ENGINEER and OWNER agree that additional geotechnical investigations will not be conducted along forcemain, sewer, and water main piping routes. Subsurface conditions in these areas of the PROJECT will be portrayed in the Contract Documents based on presumed conditions.

2.02 DESIGN ENGINEERING:

A. Design of the PROJECT is anticipated to include the following facilities:

1. One wastewater pumping station where shown on the attached Figure;
2. Approximately 2,100 linear feet of force main piping and appurtenances, including valves and connections where shown on the attached Figure;
3. Approximately 600 linear feet of gravity sewer and appurtenances, including manholes and connections where shown on the attached Figure;
4. Approximately 2,600 linear feet of water main and appurtenances, including valves and connections where shown on the attached Figure;
5. Design details showing trench construction, pavement repair, erosion and sedimentation controls, and maintenance and protection of traffic; and
6. Detailed technical construction specifications of the proposed construction work to conform to Construction Specification Institute (CSI) format.

B. Preliminary Design

1. Review and visit the proposed wastewater pumping station parcel, and examine concept structure footprints and their interface with adjacent structures, impacts and views from surrounding parcels, accessibility, power supply, nearby easements, Conservation Easements, wetlands restrictions, and other site issues and amenities.
2. Receive from OWNER any available sanitary sewer, water main, storm drain, and other utility drawings within the PROJECT AREA.
3. Prepare preliminary design drawings for review by OWNER and funding agencies (as necessary). Preliminary design drawings shall include concept layout plans for the force main, water main, gravity sewer, and structure(s) housing the wastewater pumping station components and controls. The preliminary design drawings shall also identify major materials of construction to establish a level of quality for the project. In addition, an elevation view drawing of any proposed above-grade buildings shall be included to portray the type and character of exterior finish. Prepare a Preliminary Opinion of Probable Construction Cost (OPCC).
4. Meet with the project team to review the preliminary design drawings and OPCC figures. Based on the review, revise drawings and documents as necessary, and finalize a recommendation for the facility layout as agreed upon with the team.
5. Based on the recommended configuration, finalize the preliminary OPCC.

C. Final Design

1. Complete any structural, mechanical, architectural, site, and electrical design for the approved preliminary design utilizing the configuration produced under Task 2.02.B.
2. Final design shall include:
 - a. Exterior site landscaping, walkway and external site elements design.
 - b. Final design of the force main, gravity sewer, water main, and pumping station building, power/electrical, lighting, fire, telecommunications/SCADA systems, security, HVAC, drainage, plumbing, refuse/recycling, water/sewer systems and building management systems as appropriate.
 - c. Specification of maintenance equipment for the wastewater pumping station building and the preparation of a maintenance and operations plan.
 - d. Preparation of design drawings and project specifications.
 - e. Preparation of a sediment and erosion control plan for the construction area showing erosion control details together with a construction narrative.

3. Preparation of final bid documents (plans, specifications, final cost and any specialized construction testing and oversight procedures).
 4. Utilizing the final design elements and current industry unit prices, develop a final detailed opinion of construction costs (OPCC) including construction inspection and testing, contingencies, construction administration, etc.
 5. Present the final documents and OPCC to OWNER for review. Make revisions to the design based on the OPCC, budget, and recommendations from the design review team, including, where applicable, the establishment of bid alternates for some design elements.
- D. Permitting: ENGINEER shall prepare and submit to OWNER the proposed construction documents from which OWNER can develop and submit technical design data and documents as required for OWNER's submittal of permit applications for the PROJECT. OWNER will pay for all permitting fees.

2.03 BIDDING SERVICES:

- A. Provide TEN (10) sets of bid document sets to OWNER for OWNER's distribution to potential bidders. Provide one electronic file containing the bidding documents and drawings in Portable Document File (PDF) format for OWNER's use.
- B. Assist OWNER during advertising period; respond to technical and design questions; attend pre-bid conference and bid opening.
- C. Tabulate and review bids received, investigate bidder qualifications and references; make recommendations for bid acceptance and bid alternates.

2.04 CONSTRUCTION SERVICES:

- A. Work under this task shall be described under a future amendment.

ARTICLE 3 - RESPONSIBILITIES OF OWNER

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

- 3.01 Designate in writing a person to act as OWNER 's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.02 Through its officials and other employees who have knowledge of pertinent conditions, confer with ENGINEER regarding both general and special considerations relating to the PROJECT.

- 3.03 Assist ENGINEER by placing at the disposal of ENGINEER, all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 3.04 Pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 3.05 Arrange for access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform its work under this AGREEMENT.
- 3.06 Furnish ENGINEER all needed property, boundary and right-of-way maps.
- 3.07 Cooperate with and assist ENGINEER in all additional work that is mutually agreed upon.
- 3.08 Pay ENGINEER for work performed in accordance with the terms specified herein.
- 3.09 Operate all valves, pumps, instrumentation, and other equipment as required to support ENGINEER and Contractor personnel in carrying out systems and plant startup and testing operations.

ARTICLE 4 - TIME OF PROJECT

- 4.01 ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by OWNER. ENGINEER agrees to provide services for the estimated duration of work, starting within SEVEN (7) calendar days of signing this AGREEMENT and concluding the work of Tasks 2.01 and 2.02 within NINETY (90) calendar days thereafter. The work of Task 2.03 will be performed concurrent and associated with bidding of the project, as mutually agreed upon following completion of Tasks 2.01 and 2.01.

ARTICLE 5 - PAYMENTS TO THE ENGINEER

- 5.01 For services performed under Tasks 2.01 and 2.02 as described under this AGREEMENT, OWNER agrees to pay ENGINEER the TOTAL BASE FEE as a lump sum identified below, with individual task fees generally distributed as indicated in Table 1. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed as a percent of the total lump sum fee. OWNER agrees to make payment to ENGINEER within THIRTY (30) days of the invoice date.
- 5.02 OWNER may elect to engage ENGINEER with Optional / Future Tasks as described herein and for the fees indicated in Table 1. If so elected, these tasks will be indicated on the signature page of this AGREEMENT.

Table 1

ENGINEER'S FEES

TASK	DESCRIPTION	FEE
BASE FEE TASKS		
2.01	PRELIMINARY ENGINEERING	\$5,600
2.02	DESIGN ENGINEERING	\$44,000
TOTAL BASE FEE:		\$49,600
OPTIONAL / FUTURE TASKS		
2.03	BIDDING SERVICES	\$7,600
2.04	CONSTRUCTION SERVICES	TBD

- 5.03 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER'S statement therefore, ENGINEER may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT. Unless ENGINEER receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, ENGINEER shall have no liability to OWNER for delay or damage caused OWNER because of such suspension of services.

ARTICLE 6 - INSURANCE

- 6.01 General Liability Insurance: ENGINEER shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to OWNER. With respect to the operations ENGINEER performs, ENGINEER shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000) for bodily injury, death, and property damage.
- 6.02 Automobile Liability Insurance: ENGINEER shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by ENGINEER in connection with this AGREEMENT, in the following amount:
- A. Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and
 - B. Not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

- 6.03 Umbrella Liability Insurance: In addition to the above-mentioned coverage, ENGINEER shall carry a minimum of One Million Dollar (\$1,000,000) umbrella liability policy for the duration of the PROJECT.
- 6.04 Professional Services Liability Insurance: ENGINEER shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of One Million Dollars (\$1,000,000) per claim and in the aggregate, and maintain such policy for the duration of the PROJECT.
- 6.05 Workers Compensation Coverage:
- A. ENGINEER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of Connecticut.
 - B. OWNER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of Connecticut.

ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

- 7.01 To the fullest extent permitted by law, the total liability in the aggregate, of ENGINEER and its officers, directors, employees, agents, and independent professional associates, and any of them, to the OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ENGINEER'S services, the project, or this AGREEMENT, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total amount recoverable from the available limits of the insurance identified in Article 6.
- 7.02 To the fullest extent permitted by law, and subject to the limitation of liability set forth in 7.01, the ENGINEER agrees to indemnify and hold harmless the OWNER and its officers, directors, employees, agents, and independent professional associates, and any of them, from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death of, injuries, or damages to any person, or damage or destruction of any property, in connection with the ENGINEER'S services under this AGREEMENT to the extent caused by the negligent acts, errors, or omissions of the ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them.
- 7.03 Hazardous Waste Indemnifications:
- A. ENGINEER and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste in any form at the PROJECT site. Accordingly, OWNER hereby agrees to bring no claim for negligence, breach of contract, strict liability, indemnity, contribution or otherwise against ENGINEER, its principals, employees, agents or consultants if such claim in any way arises from such services. OWNER further agrees to defend, indemnify and hold ENGINEER and its consultants and their

principals, employees and agents harmless from and against any claims, demands, loss or damage (including reasonable attorneys' fees) sustained by any person or entity arising from such services or circumstances. ENGINEER shall not be liable for any damages or injuries, of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the PROJECT site.

- B. OWNER hereby warrants that, if they know or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, they have so informed ENGINEER. OWNER also warrants that they have done their best to inform ENGINEER of such known or suspected hazardous materials' type, quantity and location.
- C. If, in the performance of the work, hazardous materials are encountered and are judged by ENGINEER to be an imminent threat to on-site personnel and/or the general public, ENGINEER shall take all steps immediately available that are, in his judgment, prudent and necessary to mitigate the existing threat. OWNER agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER to mitigate the threat, in accordance with ENGINEER'S prevailing fee schedule and expense reimbursement policy.
- D. Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work that ENGINEER will perform on OWNER'S behalf, OWNER waives any claim against ENGINEER and agrees to defend, indemnify and hold ENGINEER harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. OWNER further agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, in accordance with ENGINEER'S prevailing fee schedule and expense reimbursement policy.
- E. ENGINEER will hold soil samples collected during the subsurface investigation for THREE (3) months after the completion of the PROJECT at their offices. After such period, ENGINEER shall contact OWNER requesting information regarding the disposition of the soil samples. At OWNER'S request, after receiving written instructions, ENGINEER will either [1] ship the samples to OWNER for their use, or [2] dispose of the samples. If Engineer does not receive a response from OWNER within THIRTY (30) days of submitting the request for information relative to the disposition of the samples, ENGINEER shall dispose of the samples.

ARTICLE 8 - EXTENSION OF SERVICES

- 8.01 Additional Work: In the event ENGINEER, as requested by OWNER, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid ENGINEER as is mutually agreed upon by and between OWNER and ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.
- 8.02 Changes in Work: OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between OWNER and ENGINEER, shall be incorporated into written amendments to this AGREEMENT.
- 8.03 Litigation Support Services: In the event ENGINEER is to prepare for or appear in any litigation on behalf of OWNER, additional compensation shall be paid ENGINEER. OWNER agrees to compensate ENGINEER for time spent and expenses incurred in preparation for and attendance at meetings and appearances, including depositions. This shall include appearances before OWNER'S attorney and before the attorney of any other party to the litigation, in addition to all other support services as requested by OWNER. Additional compensation shall be paid ENGINEER as is mutually agreed upon by and between OWNER and ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.
- 8.04 Hazardous Materials Encountered: If, in the performance of the work, hazardous materials are encountered and are judged by ENGINEER to be an imminent threat to on-site personnel and/or the general public, ENGINEER shall inform the Local and State Emergency Personnel of the release. OWNER agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER to mitigate the threat, in accordance with ENGINEER'S prevailing fee schedule and expense reimbursement policy. Such services shall be incorporated into written amendments to this AGREEMENT or into a new written AGREEMENT.

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

- 9.01 Use of Documents:
- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of ENGINEER) whether or not the Project is completed.
 - B. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The party delivering the electronic files will correct any errors detected within the 60-day acceptance period. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.
- D. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- E. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- G. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER

ARTICLE 10 - TERMINATION

- 10.01 The obligation to provide further services under this AGREEMENT may be terminated by either party upon THIRTY (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 10.02 If the PROJECT is suspended or abandoned in whole or in part for more than three (3) months, ENGINEER shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Article 10.04. If the PROJECT is resumed after being suspended for more than THREE (3) months, ENGINEER'S compensation shall be equitably adjusted.

- 10.03 In the event of termination by OWNER under Article 10.01, ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 5 of this AGREEMENT.
- 10.04 In the event of termination by ENGINEER under Article 10.01, or termination by OWNER for OWNER'S convenience, ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, plus termination expenses. Payment for services will be in accordance with the provisions of Article 5 of this AGREEMENT. Termination expenses are defined as additional costs of services and other direct costs directly attributable to termination, which shall be an additional amount, computed as the costs ENGINEER reasonably incurs relating to commitments, which had become firm before the termination.

ARTICLE 11 - GENERAL PROVISIONS

- 11.01 Precedence: The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the ENGINEER'S services.
- 11.02 Severability: If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.
- 11.03 Mediation: All claims, disputes or controversies arising between OWNER and ENGINEER shall be submitted to non-binding mediation prior to and as a condition precedent to the commencement of any litigation between those parties. The American Arbitration Association, or such other person or mediation service shall conduct the non-binding mediation as the parties mutually agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT and the American Arbitration Association or such other person or mediation service as the parties mutually agree upon. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim.
- 11.04 Subrogation: OWNER and ENGINEER waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the PROJECT. OWNER and ENGINEER shall each require similar waivers from their contractors, consultants and agents.

11.05 Statute of Limitations: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to acts occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when ENGINEER's services are substantially completed.

ARTICLE 12 - DISCLOSURE RIGHTS

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year last signed below.

ACCEPTED FOR:

OWNER:

WESTON & SAMPSON ENGINEERS, INC.:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Date

Date

Authorized OPTIONAL Task(s)

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

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***DRAFT TENTATIVE AGREEMENT DOCUMENT FOR INITIAL CONTRACT
LIBRARY EMPLOYEES UNION NEGOTIATIONS 2010***

TENTATIVE AGREEMENT DOCUMENT

LABOR CONTRACT

for

WORKING AGREEMENT

between

TOWN OF COLCHESTER

and

LOCAL 1303-448 CONNECTICUT COUNCIL 4
AMERICAN FEDERAL OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

LIBRARY EMPLOYEES

JULY 1, 2010 THROUGH JUNE 30, 2013

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This Agreement is entered into by and between the Town of Colchester, Connecticut, hereinafter referred to as the "Town," and Local 1303-448 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION AND SCOPE OF AGREEMENT

1.1 The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment and other conditions of employment for all employees employed by the Town at the Cragin Memorial Library working twenty (20) hours or more per week, excluding the Library Director, library pages working less than twenty (20) hours per week and other employees excluded under the Connecticut Municipal Employees Relations Act.

ARTICLE II - RIGHTS OF MANAGEMENT

2.1 The Town retains any and all rights and prerogatives of management it enjoyed prior to the execution of this Agreement except as specifically and expressly limited or modified by the provisions of this Agreement.

2.2 The Town shall have the right to hire, discipline, discharge, lay off, assign, promote, direct and control its employees and the operations, methods and management of Town business and the operations of the Cragin Memorial Library, and the Town's decision in such matters shall not be subject to contest or review, except as otherwise specifically and expressly provided herein.

2.3 The Town may continue, and may from time to time make or change, such rules or regulations as it deems appropriate for the conduct of Town and/or Cragin Memorial Library business, provided that same are not inconsistent with any specific and express provisions of this Agreement. All such rules and regulations shall be observed by the employees.

2.4 Nothing herein contained shall prevent supervisors, volunteers, interns or workfare employees from performing duties of bargaining unit employees covered by this Agreement provided that such use shall not directly result in the layoff of a bargaining unit employee.

ARTICLE III - UNION SECURITY

3.1 All employees in the bargaining unit shall, as a condition of employment, become members of the Union in good standing, or pay a service charge equal to the cost of collective bargaining, contract administration and grievance adjustment (but not more than Union dues) for the duration of this Agreement or any extension thereof.

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3.2 Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Schedule A, the Town shall deduct from the employee's pay, on a biweekly basis, in equal installments, such uniform initiation fees and/or dues and/or service fees as the Union shall determine. The Union agrees to hold the Town harmless from damages arising from the making of authorized deductions. (See APPENDIX A.)

3.3 (a) Such payroll deductions, as provided herein, shall be remitted to the Council 4 Office of the Union by the fifteenth (15th) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.

(b) New employees shall sign a payroll deduction card at the time of hire, effective the first payroll following completion of thirty (30) days of employment. It is the responsibility of the Union President to have the card completed and transmit same to the Accounting Department. The Financial Officer of the Union shall notify the Town in writing of the amount of the uniform dues or service fees to be deducted.

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

3.5 The Town shall provide one copy of the contract to each employee upon request. New employees shall be supplied a copy of the contract at the time they are hired. The Union shall be supplied with five (5) signed copies of the contract within thirty (30) days from the date it is signed.

3.6 (a) The Town agrees to provide a bulletin board in an area mutually agreeable to the Town and Union. The bulletin board shall be used for posting Union notices and shall be restricted to the following:

1. Notices of Union recreational and social activities;
2. Notices of Union elections and results of such elections;
3. Notice of Union appointments;
4. Notice of Union meetings and reports and minutes thereof;
5. Job postings by the Town;

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6. If the Union desires to post any other information or material, the Union shall first submit same to the First Selectman for his/her approval. The First Selectman shall have the sole discretion to approve or disapprove said posting.

(b) Prior to posting any notice on the Union bulletin board, the Union shall file one (1) copy of said notice with the First Selectman.

ARTICLE IV - DISCIPLINE AND DISCHARGE

4.1 The disciplining of employees for breach of the rules, policies or practices of the Town and/or Cragin Memorial Library is the right of management.

4.2 Each new employee shall serve a probationary period which shall consist of ninety (90) days of work. During such probationary period, an employee may be disciplined or discharged at the Town's discretion, and such discipline or discharge shall not be subject to the grievance or arbitration procedures of this Agreement.

4.3 No employee shall be discharged or otherwise disciplined without just cause.

4.4 Disciplinary actions or measures will normally include, but may not necessarily include, any of the following depending upon the conduct in question:

- (a) oral reprimand,
- (b) written reprimand,
- (c) suspension, or
- (d) discharge.

ARTICLE V - SENIORITY

5.1 For employees hired on or after the signing of this Agreement, an employee's seniority shall be based upon his/her length of continuous full-time service within his/her job classification within the bargaining unit beginning on the employee's last date of hire in such classification. For employees hired prior to the signing of this Agreement, an employee's seniority shall be based upon his/her length of continuous full-time service with the Library. Seniority shall be broken by:

- (a) Voluntary resignation,

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- (b) Discharge for cause,
- (c) Unauthorized absence without notifying the Town in writing, unless failure to do so is for reasons beyond the employee's control,
- (d) Layoff for a period of more than six (6) months, or
- (e) Strikes or other forms of work stoppage.

5.2 If seniority is broken, the employee shall be considered a new hire for all purposes if employment subsequently resumes.

5.3 When an employee has completed his/her probationary period, he/she shall be placed on the seniority list from the date of his/her most recent hire within his/her classification, in accordance with Section 5.1.

5.4 Full-time service shall mean at least thirty-five (35) hours of work per week inclusive of lunch. Part-time service shall mean at least twenty (20) hours of work per week provided that only part-time employees who work more than thirty (30) hours per week shall be eligible for pro-rated fringe benefits (vacation, holidays, sick leave, life insurance and participation in defined contribution retirement plans) as provided in this Agreement. Part-time service shall be pro-rated and credited for seniority purposes. Employees moving from part-time to full-time status will be credited for all part-time accrued seniority.

ARTICLE VI- VACANCIES

6.1 Full-time Vacancy. For the purposes of this Article, a full-time vacancy is created when the Town determines to increase the work force by creating a new position or by filling a vacancy in an existing position.

6.2 Posting. Notice of full-time bargaining unit vacancies shall be posted on the Union bulletin board stated in Article 3.6 for five (5) calendar days with a copy to the Union upon request, prior to any action taken by the Town to fill such vacancies or new positions. Such notice shall state the position, classification, the shift, the work location and the rate of pay for the job. Existing bargaining unit members will be guaranteed an interview. The Town may also fill the vacancy from outside the bargaining unit, as the Town deems appropriate, if the outside applicant possesses greater skill, experience or ability, as reasonably determined by the Town, than a present employee applying for the vacancy. Vacancies will be filled by the Town as soon as practicable.

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ARTICLE VII - LAYOFF AND VOLUNTARY QUIT

7.1 The Town may lay off employees within its discretion for any business reason. Where practicable, the Town will provide one (1) month notice in advance of a layoff.

7.2 If it is determined by the Town that layoffs are necessary, employees will be laid off as follows:

- (a) probationary employees;
- (b) thereafter, by classification in the sole discretion of the First Selectman, based on inverse order of seniority within the classification.

7.3 Layoffs shall take effect, as set forth in Section 7.2. Laid-off full-time employees shall have recall rights to the position which they held at the time of layoff for a period of up to twelve (12) months from the date of layoff. No new employees shall be hired in those classifications until the employees set forth above have been given an opportunity to return to work. Five (5) calendar days written notification to the last known address shall be sufficient notification of the opportunity for recall. If no reply is received within ten (10) calendar days after the mailing of notification as aforesaid, or if the employee declines the recall opportunity within such time period, then the employee shall forfeit all recall rights. Returning employees, under the provisions of this section, must return to work no later than fifteen (15) calendar days from the date of the mailing of the notification.

ARTICLE VIII - WAGES

8.1 Effective on the signing of this Agreement, the wage rates for all bargaining unit employees shall be those in effect on June 30, 2010 resulting in the wage schedules set forth in Appendix B, subject to the following:

- (a) There shall be no general wage increase applied to the wage rates in effect on June 30, 2010 during the July 1, 2010 through June 30, 2011 fiscal year.
- (b) There shall be a three percent (3%) general wage increase applied to the wage rates in effect on June 30, 2011 during the July 1, 2011 through June 30, 2012 fiscal year.
- (c) There shall be a three percent (3%) general wage increase applied to the wage rates in effect on June 30, 2012 during the July 1, 2012 through June 30, 2013 fiscal year.

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8.2 Effective beginning on or about sixty (60) days following ratification of this Agreement by the Board of Selectmen, employees shall have all wages and other payments earned by an employee deposited directly to a bank or credit union account of the employee's choosing, on the normal paydays for such wages and other payments.

ARTICLE IX - HOURS

9.1 Due to the nature of the Town's duties and responsibilities in providing services to the community, the Union agrees that in cases of unusual job requirements or emergencies starting time may be staggered to meet varying needs of the Town.

9.2 The work schedule shall be set according to availability of funds and to meet the needs of the Cragin Memorial Library, including but not limited to staffing service desks, conducting programs, attending meetings and representing the Cragin Memorial Library in the community. In order to meet these needs, work hours will include evening and weekend hours.

9.3 The regular hours of employment for full-time bargaining unit employees shall be thirty-five (35) hours per week. The regular hours for part-time bargaining unit employees shall be twenty (20) hours to thirty-four (34) hours per week. The hours of work will be scheduled generally between the hours of 9:00 a.m. and 9:00 p.m. Monday through Thursday and generally between the hours of 9:00 a.m. and 6:00 p.m. Friday and Saturday. Full-time employees working shall receive a ½ hour paid lunch break each working day in accordance with existing practice. Employees may request to revise their work schedule if necessary subject to the approval of and in the sole discretion of the Library Director or his or her designee. The denial of any such request to revise the schedule shall not be subject to the grievance and arbitration provisions of this Agreement.

9.4 Full-time employees will be required to work at least one night per week. Part-time employees may be required to work multiple nights during any one week.

9.5 Full-time employees will work one Saturday in every four week period. Part-time employees may be scheduled to work between one and four Saturdays per month. The Library Director or his/her designee will adjust the rotation so that holiday weekends will be evenly distributed.

9.6 In the event that Sunday hours are established, the Library Director shall determine annually the number of assignments needed and a sign up list shall be established for bargaining unit employees to volunteer for such assignments.

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9.7 The Library Director or his/her designee and the Union President or his/her designee shall meet and discuss the process by which Sunday assignments are made and rotated in accordance with the sign up list set forth in Section 9.6 above.

9.8 The Library Director shall determine when overtime shall be worked. Overtime assignments shall be on a rotational basis by seniority in the same job classification.

9.9 Any employee who is authorized by the Library Director to work in excess of forty (40) hours in a work week shall be paid for at the rate of one and one-half times the employee's regular hourly rate:

9.10 There shall be no pyramiding or duplication of overtime or premium payments for the same hours worked.

9.11 Nothing in this Article shall in any way restrict the right of the Town to increase or decrease the number of hours of work per week for any bargaining unit position at any time. In the event that the weekly hours of work for any bargaining unit position(s) are to be reduced through the regular annual budget process or at any time throughout the fiscal year, the Town shall notify the Union and the employee in the affected position at least fourteen (14) calendar days in advance of the implementation of any reduction in hours. During such fourteen (14) calendar days, the parties shall meet and discuss the reasons for such anticipated reduction in hours.

ARTICLE X - HOLIDAYS

10.1 The Town will recognize the following days as paid holidays for all employees regularly scheduled to work at least thirty (30) hours per week:

New Year's Eve (1/2 day)
New Year's Day
Martin Luther King Day
Lincoln's Birthday (Floater)
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (1/2 Day)
Christmas Day

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Lincoln's Birthday will be treated as a floating holiday at the employee's option with the prior approval of the First Selectman. Any such floating holiday to be scheduled by mutual agreement, at least two weeks in advance, by the employee and the First Selectman or his/her designee.

10.2 Payment for each holiday will be at the employee's regular rate of pay for the average daily straight time hours worked.

10.3 An employee working on a holiday shall be paid his/her regular straight time pay in addition to any holiday pay the employee is entitled to receive.

10.4 In order to qualify for holiday pay, an employee must work his/her scheduled workday before and after such holiday, unless the absence is authorized by the employee's supervisor or occasioned by a bona fide illness and a doctor's note confirming the illness, if requested by the Town.

10.5 Whenever any of the holidays listed in Article 10.1 occurs while an employee is on a leave of absence for illness that has been authorized by the Town, the employee shall accept the day as a holiday with no charge to sick leave.

10.6 When a holiday occurs during a regularly approved vacation, said day shall be treated as a holiday and shall not be charged against the employee's earned vacation time.

10.7 Employees shall be eligible to receive holiday pay upon hire.

ARTICLE XI - VACATION

11.1 (a) All full-time employees shall receive their vacation time on January 1st of each year based on completed years of service as follows:

Length of Service

Annual Vacation

6 months completed

After 6 months of employment, the employee may utilize up to three (3) days of the first year's vacation allotment (i.e. upon the first anniversary if three days have already been used then two days will be allocated for the next year.)

1 year completed

1 week (5 days)

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2-7 years completed	2 weeks (10 days)
8-14 years completed	3 weeks (15 days)
15-19 years completed	4 weeks (20 days)
20 years and above	5 weeks (25 days)

(b) Part-time employees regularly scheduled to work at least thirty (30) hours per week shall receive vacation on a pro-rated basis, based on the number of hours the employee is regularly scheduled to work.

11.2 The vacation period will be set by mutual agreement between the supervisor and the employees except that if there is a conflict, seniority shall govern preference within department.

11.3 Requests for vacation shall be submitted to the employee's immediate supervisor in writing at least twenty (20) business days in advance. Vacation dates require approval by the First Selectman upon the recommendation of the employee's supervisor, giving consideration to the operating requirements of the Town and Cragin Memorial Library. Requests for vacation time during June, July or August must be submitted in writing to the employee's supervisor no later than April 20 of each year so that requests of all employees may be considered and staffing needs met. Employees will be allowed to carry over accrued but not used vacation days up to a maximum of five (5) per year to a maximum accumulation of thirty (30) days.

11.4 Effective January 1 of each calendar year, each full-time employee will receive five (5) personal leave days. Employees hired during the year shall receive pro-rata personal leave days as follows:

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

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

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

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

Employees may not use personal leave during their probationary period. Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall be entitled to four (4) personal days per year. Personal days are to be used for transacting personal affairs which cannot be conducted during non-work hours.

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11.5 In extenuating circumstances and/or when deemed to be in the best interests of the Town, additional paid vacation leave may be granted at the sole discretion of the First Selectman.

ARTICLE XII - SICK LEAVE - INJURY LEAVE

12.1 Upon successful completion of the probationary period, full-time employees shall accrue sick leave at the rate of one (1) day per month, retroactive to the date of hire. Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall be entitled to sick leave on a pro-rated basis, based on the number of hours the employee is regularly scheduled to work. Illness necessitating absence from work shall be reported to the employee's supervisor as early as possible. For illnesses extending more than one day, the employee, if practical, must contact his/her supervisor for approval by 4:00 p.m. daily if he/she does not expect to report to work the next day. The Town (First Selectman and/or Library Director) may require a doctor's note confirming the illness after three (3) consecutive days of illness or where the Town suspects abuse based on frequency of sick leave or a discernible pattern of sick leave.

12.2 Employees shall be allowed to accumulate up to sixty (60) days of sick leave. The rate of sick pay shall be the employee's regular straight-time hourly rate of pay in effect from the employee's regular job at the time sick leave is being taken. Sick leave may be taken for non-service connected personal illness or disability, which renders the employee unable to perform the duties of his or her position. For the purpose of bridging the ninety (90) day waiting period for Long Term Disability (LTD) insurance under Article 13, Section 13.8, employees may accumulate up to 30 additional days of sick leave which can also be drawn from in special circumstances involving serious health conditions at the discretion of the First Selectman.

12.3 Each employee who retires with ten (10) or more years of service with the Town will be paid for accumulated sick leave at the base rate of pay. Upon the death of a current employee, the employee's designated beneficiary shall be paid for accumulated sick leave at the base rate of pay.

12.4 Employees who sustain injuries which arise out of and in the course of their employment with the Town will be eligible for workers' compensation benefits in accordance with the provisions of the Workers' Compensation Act.

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ARTICLE XIII - INSURANCE AND PENSION

13.1 Each full-time bargaining unit employee may elect single, two-person, or family coverage under one of the following medical benefit plans:

- (a) Century Preferred Managed Care Plan.
- (b) Blue Care Managed Care Plan

Notwithstanding the provisions set forth in Section 13.3 below, effective with the 2011-2012 contract year the Town shall implement the Comp Mix plan as attached at Appendix C in lieu of the current plan offerings.

13.2 All references in this Agreement to types of benefits are solely for the purposes of description and identification, and in all cases the terms and provisions of the insurance policies themselves shall govern any claim. The Town shall provide a copy of the insurance plans to all employees covered by this Agreement.

13.3 The Town shall have the right to change medical plans, benefits, carriers and to self-insure any of the benefits offered to bargaining unit employees provided that the benefits offered shall be no different than the benefits offered to non-union employees. Any change shall be made effective on July 1 of any contract year.

13.4 (a) Effective July 1, 2010, each eligible member of the bargaining unit shall contribute, through bi-weekly payroll deduction, thirteen percent (13%) of the monthly premium cost for individual, two-person, or family medical, dental, and prescription drug benefit coverage provided in this Article.

(b) Effective July 1, 2011, each eligible member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fourteen percent (14%) of the monthly premium cost for individual, two-person, or family medical, dental, and prescription drug benefit coverage provided in this Article.

(c) Effective July 1, 2012, each eligible member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fifteen percent (15%) of the monthly premium cost for individual, two-person, or family medical, dental, and prescription drug benefit coverage provided in this Article.

(e) The Town shall maintain a plan under Section 125 of the Internal Revenue Code for the purpose of permitting employees to make their premium contributions on a pre-tax basis, to the extent provided by law.

13.5 (a) For non-Medicare eligible full-time employees who were hired prior to July 1, 2009 and who retire with a minimum of ten (10) years of service on or

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after July 1, 2009, medical coverage for the most cost-effective plan offered to Town employees shall be provided for the retiree and the retiree's spouse at the group rate for such benefits for a period not to exceed five (5) years or upon the retiree's eligibility for credible Medicare D coverage with the cost of the monthly premium paid by the retiree. Once an employee opts out of such plan coverage he or she will not be eligible for readmission.

(b) At such time as a retiree who retires on or after July 1, 2009 becomes eligible for Medicare, the Town shall provide for Medicare risk plan coverage as an alternative to Medicare with the cost of the monthly premium paid by the retiree as long as such plans are available to the Town. This section applies only to full-time employees who were hired prior to July 1, 2009 and who retire with a minimum of ten (10) years of service on or after July 1, 2009.

13.6 The Town may elect to implement a program of cost containment procedures (including, but not limited to, pre-admission review, admission planning services, admission and continued stay review, second surgical opinions and hospital bill audits). Prior to implementing any such program, the Town will provide informational sessions for employees.

13.7 (a) Full time employees who are regularly scheduled to work at least thirty-five (35) hours per week are eligible to participate in a Section 401(a) Plan after completing one year of employment with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 6% of base pay only (not including overtime, etc.) beginning on the employee's first anniversary date. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

(b) Part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible to participate in a Section 401(a) Plan after completing one year of employment with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 4% of base pay only (not including overtime, etc.) beginning on the employee's first anniversary date. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

(c) Effective upon ratification, full-time employees who are regularly scheduled to work at least thirty-five hours per week and part-time employees who are

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regularly scheduled to work at least thirty (30) hours per week shall have the option of contributing to the Town's Section 457 Plan after satisfactory completion of their probationary period. Upon completion of one year of employment with the Town, employees may contribute to the Town's 401(a) plan described in Section 13.6 (a) and (b) (as applicable) to the maximum contributions allowed by law per year. Plan details will be provided to each eligible employee. The Town will not make matching contributions to the 457 Plan.

(d) New employees who are hired on or after July 1, 2010 shall be subject to the following vesting schedule with respect to any benefits of the Town 401(a) plan:

- 1 Year of Participation in 401A Plan -- 20% vested
- 2 Years of Participation in 401A Plan -- 40% vested
- 3 Years of Participation in 401A Plan -- 60% vested
- 4 Years of Participation in 401A Plan -- 80% vested
- 5 Years of Participation in 401A Plan -- 100% vested

13.8. As set forth more fully in the long term disability plan design which will be made available to all full-time employees and part time employees who work at least 30 hours of work per week, an eligible employee who is disabled due to an accident or sickness which is not compensable under the Workers' Compensation Act and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to 60% of his/her base rate at the time of disability to a maximum of \$2,000 per month. These benefits will be offset by weekly workers' compensation benefits (not to include specific indemnity benefits covering specific loss or disfigurement), and other state or federally mandated benefits the employee receives. In no instance shall such benefits begin until after 90 days of disability. The Town reserves the right to terminate an employee while on disability if circumstances warrant such termination without violating state or federal law.

13.9. (a) Full-time employees who work at least 35 hours of work per week will be provided group life insurance in the amount of \$50,000.

(b) Each part-time employee who works at least 30 hours per week will be provided group life insurance in the amount of \$10,000.

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ARTICLE XIV - BEREAVEMENT PAY

14.1 In the event of a death of an employee's immediate family member or in the event that an employee experiences a miscarriage, leave with pay not to exceed three (3) consecutive working days, beginning with the date of death and ending with and/or including the day after the funeral or final services, shall be granted to a full-time employee. "Immediate family" includes the employee's spouse, parent, child, grandparent, grandchild, mother-in-law, father-in-law, grandparent-in-law, brother-in-law, sister-in-law, brother, sister or any other relative who is living in the employee's household. Additional paid bereavement leave may be granted at the sole discretion of the First Selectman.

All full-time employees shall be granted leave with pay for a maximum of one (1) day to attend the funeral or final services of a niece, nephew, aunt or uncle.

Additional bereavement leave without pay may be given to a full-time employee at the discretion of the First Selectman, upon recommendation of the employee's supervisor.

14.2 To be eligible for such paid absence, an employee must notify the Town as early as possible prior to the first day of such absence.

ARTICLE XV - JURY DUTY

15.1 All employees who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as a juror for each work day while on jury duty, which shall not include "on call" jury time when employees are able to be at work. The employee shall report to work for any portion of a regular work day when he/she is not required to be in court. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Town and the Town may request that the employee be excused or exempted from jury duty if, in the opinion of the Town the employee's services are essential at the time of the proposed jury service. To obtain reimbursement, the employee must present a statement from the Court showing the dates of jury service and jury fees received.

ARTICLE XVI - MILITARY RESERVE LEAVE

16.1 Military leave and the rights and benefits associated therewith shall be provided in accordance with State and Federal law (USERRA), as amended from time to time. Copies of active duty orders or a written request for a military reserve leave shall be provided to the First Selectman or his/her designee as soon as the employee is informed of the dates of the military training or service.

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ARTICLE XVII - GRIEVANCE PROCEDURE AND ARBITRATION

17.1 For the purpose of this Agreement, the term "grievance" means any dispute between the Town and the employees, or the Union, concerning the application, claim of breach or violation of a specific provision of this Agreement.

17.2 Any such grievance shall be settled in accordance with the following grievance procedure:

- a. Step 1 - The aggrieved employee and/or his or her Steward or Representative shall, within fifteen (15) working days of the time the grievant knew, or reasonably should have known, of the event or condition giving rise to the grievance, file a written grievance with the Library Director in an effort to resolve the grievance immediately. The Library Director shall promptly meet with the aggrieved employee and/or his/her Steward or Representative upon receipt of the grievance in an attempt to adjust the grievance at once, and shall respond to the grievance in writing no later than ten (10) working days after receipt of the written grievance. Nothing herein shall be construed as prohibiting an employee from attempting to resolve the matter informally with his/her Director, prior to filing a written grievance.
- b. Step 2 - If the grievance is not settled at the first step, the aggrieved party or the Union may elect to file a written grievance within fifteen (15) working days of the Library Director's response, or the expiration of the time period for such response, with the First Selectman. The First Selectman will arrange a meeting with the grieving party and the Union within fifteen (15) working days after receiving the grievance in an attempt to resolve the grievance. If the grievance is not resolved by the First Selectman at that meeting, an answer will be submitted to the Union and the aggrieved, in writing, within ten (10) working days after the above meeting has been held.
- c. Step 3 - If the Union is not satisfied with the disposition of the grievance by the First Selectmen, it may submit said grievance within twenty (20) working days of receipt of the First Selectman's decision, or the expiration of the time period for such a decision, whichever is sooner, to the State Board of Mediation and Arbitration for arbitration in accordance with its rules and procedures. The arbitrator shall have no power to add to, subtract from, delete or modify in any way any of the specific terms of this Agreement. The ruling of the arbitrator shall be binding upon both parties, as provided by law. Each party shall pay its own arbitration costs.

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17.3 Nothing herein shall be construed as prohibiting an aggrieved party from handling his or her own grievance if he or she so desires, but no agreement shall be made that is contrary to any of the terms of this Agreement. Only the Union shall have the power to submit a grievance to arbitration.

17.4 The Employer shall allow the aggrieved employee(s) and a Union representative or officer the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in 17.2 Steps 1 through 3.

17.5 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

17.6 The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the Union and the Town in writing.

ARTICLE XVIII - NO STRIKE - NO LOCKOUT

18.1 During the term of this Agreement, neither the employees nor the Union (or its members, agents, representatives, employees, or persons acting in concert with or participation with any of them), shall incite, encourage or participate in any strike, walkout, work stoppage, slowdown, picketing, boycott (primary or secondary), refusal to work, sympathy strike or other such interference with work or Town operations. The Town shall not lock out employees during the term of this Agreement.

18.2 The prohibition of this Article XVIII shall apply whether or not (a) the dispute giving rise to the prohibited conduct is subject to arbitration (b) such conduct is in protest of an alleged violation of any state or federal law.

18.3 If any conduct prohibited by this Article XVIII occurs, the Union will do everything within its power to terminate such conduct.

ARTICLE XIX - SEVERABILITY

19.1 Should any provision or part of this Agreement be declared or rendered illegal or unenforceable by legislative or judicial authority, the balance of the Agreement shall remain in full force and effect.

ARTICLE XX - WORKPLACE CONDUCT

20.1 The Cragin Memorial Library and all bargaining unit employees agree to adhere to the American Library Association Code of Ethics and Library Bill of Rights as they may be amended from time to time.

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20.2 Employees are encouraged to report all actions that do not conform to these standards to the Library Director or his/her designee.

ARTICLE XXI - EVALUATIONS

21.1 The job performance of each employee shall be evaluated annually and/or more frequently as needed to address identified deficiencies in performance. The evaluation shall be conducted by the Library Director or his/her designee.

ARTICLE XXII - DURATION

22.1 The Town and the Union agree that unless a particular provision is stated to be retroactive, this agreement shall be effective as of the date of signing and shall remain in full force and effect until June 30, 2013. The Town and the Union agree that only those employees on the active payroll as of the date of signing shall be eligible for any retroactive wages or benefits.

22.2 The parties agree that this Agreement shall automatically renew itself unless either party notifies the other no later than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

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**ARTICLE XXIII - FEDERAL, STATE AND MUNICIPAL
LAWS AND REGULATIONS**

23.1 The provisions of this Agreement shall be subject to, and shall not supersede, any federal, state or municipal law, regulation, ordinance or other now or hereafter issued or enacted.

TOWN OF COLCHESTER

By: _____
First Selectman

LOCAL 1303-448 OF CONNECTICUT
COUNCIL 4, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

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APPENDIX A

CONNECTICUT MUNICIPAL COUNCIL NO. 4
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES
AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION AND REPRESENTATION

BY: _____
Please Print Last Name First Name Middle Name

TO: TOWN OF COLCHESTER

Effective _____, I hereby authorize the Town of Colchester to deduct from my earnings the current initiation fee being charged by AFSCME Local No. 1303-_____ and effective the same date to deduct from my earnings each two-week payroll period a sufficient amount to provide for the regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid to the Financial Officer of AFSCME, Local 1303-__ the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect in accordance with the working agreement or upon termination of my employment.

Effective _____, I hereby authorize the Local 1303-_____ of Council 4, AFSCME and/or its appropriate affiliates to be my representative for collective bargaining.

SIGNATURE (do not print)

Street Address (print)

Telephone Number

City and State (print)

Zip Code

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APPENDIX B

POSITION (Listed Alphabetically)	FY 10-11	FY 11-12	FY 12-13
Assistant to Children's Librarian	\$14.7240 Hourly	\$15.1657 Hourly	\$15.6207 Hourly
	\$26,900.75 Annually	\$27,707.76 Annually	\$28,429.70 Annually
Assistant Library Director	\$25.8215 Hourly	\$26.5961 Hourly	\$27.3940 Hourly
	\$47,176.01 Annually	\$48,591.15 Annually	\$49,857.08 Annually
Children's Librarian	\$26.2730 Hourly	\$27.0612 Hourly	\$27.8730 Hourly
	\$48,000.77 Annually	\$49,440.71 Annually	\$50,728.86 Annually
Circulation Supervisor	\$17.9915 Hourly	\$18.5312 Hourly	\$19.0871 Hourly
	\$32,870.60 Annually	\$33,856.40 Annually	\$34,738.60 Annually
Part-Time Head of Reference Services	\$18.4025 Hourly	\$18.9546 Hourly	\$19.5232 Hourly
	\$19,212.21 Annually	\$19,788.50 Annually	\$20,304.18 Annually
Library Cataloger	\$18.4025 Hourly	\$18.9546 Hourly	\$19.5232 Hourly
	\$33,621.50 Annually	\$34,630.00 Annually	\$35,532.12 Annually

Note: Annual salary figures are estimates based on scheduled hours worked as of January 1, 2011 and are subject to change with staffing and/or scheduling changes.

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APPENDIX C

[INSERT SUMMARY OF INSURANCE PLANS]

APPENDIX C



CENTURY PREFERRED COMP MIX

Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Calendar Year Deductible (individual/family)	\$250/\$500	\$500/\$1000
Coinsurance	20% after deductible up to	40% after deductible up to
Coinsurance Maximum (individual/family)	\$1,250 / \$2,500	\$2,500 / \$5,000
Cost Share Maximum (individual/family)	\$1,500 / \$3,000	\$3,000 / \$6,000
Lifetime Maximum	Unlimited	\$1,000,000

	In-Network After Deductible Member pays:	Out-of-Network After Deductible Member pays:
PREVENTIVE CARE		
Well child care	\$0 Copayment, Deductible waived	40%
Periodic, routine health examinations	\$0 Copayment, Deductible waived	40%
Routine OB/GYN visits	\$0 Copayment, Deductible waived	40%
Mammography	\$0 Copayment, Deductible waived	40%
Hearing screening	\$0 Copayment, Deductible waived	40%
MEDICAL CARE		
Office visits	\$20 Copayment, Deductible waived	40%
Specialist visits	\$30 Copayment, Deductible waived	40%
Outpatient mental health & substance abuse	\$30 Copayment, Deductible waived	40%
OB/GYN care	\$30 Copayment, Deductible waived	40%
Maternity care	\$30 Copayment, Deductible waived	40%
Diagnostic lab and x-ray	20%	40%
High-cost outpatient diagnostic The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans (Recertification is required)	\$75 to a \$375 annual maximum	40%
Allergy services Office visits/testing	\$30 Copayment, Deductible waived	40%
Injections—80 visits in 3 years	20%	40%
HOSPITAL CARE—Prior authorization required		
Semi-private room (General/Medical/Surgical/Maternity)	20%	40%
Inpatient mental health & substance abuse after 12 th visits	20%	40%
Skilled nursing facility -- up to 120 days per calendar year	20%	40%
Rehabilitative services -- up to 60 days per person per calendar year	20%	40%
Outpatient surgery -- in a hospital or surgi-center	20%	40%
EMERGENCY CARE		
Walk-in centers	\$20 Copayment, Deductible waived	40%
Urgent care -- at participating centers only	\$50 Copayment, Deductible waived	Not Covered
Emergency care -- copayment waived if admitted	\$100 Copayment, Deductible waived	\$100 Copayment, Deductible waived
Ambulance	20%	20%

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OTHER HEALTH CARE	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Outpatient rehabilitative services <i>30 combined visit maximum for PT, OT and ST per year. 20 visit maximum for Chiro. Per year. Prior authorization required</i>	\$30 Copayment, Deductible waived	40%
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	20%	40%
Diabetic supplies, drugs & equipment	20%	40%
Infertility - <i>prior authorization required</i> <i>Some restrictions may apply</i>	20%	40%
Home health care-200 visits per member per calendar year	20%, Deductible waived	20%, Deductible waived
Hospice	20%	40%
Private Duty Nursing-\$50,000 maximum	20%	40%
Transplants-\$1,000,000 lifetime maximum-Please see description below	20%	40%
Acupuncture	Not Covered	Not Covered
Gastric Bypass	Not Covered	Not Covered

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)
+ 6 exams, birth to age 1
+ 6 exams, ages 1 - 5
+ 1 exam every 2 years, ages 6 - 10
+ 1 exam every year, ages 11 - 21
Mammography
+ 1 baseline screening, ages 35-39
+ 1 screening per year, ages 40+
+ Additional exams when medically necessary

Adult Exams
+ 1 exam every 5 years, ages 22 - 29
+ 1 exam every 3 years, ages 30 - 39
+ 1 exam every 2 years, ages 40 - 49
+ 1 exam every year, ages 50+
Vision Exams: 1 exam every 2 calendar year
Hearing Exams: 1 exam every 2 calendar years
OB/GYN Exams: 1 exam per calendar year

Notes To Benefit Descriptions

- + In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- + Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- + Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to a lifetime maximum of \$1,000,000.
- + Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

In Connecticut, Anthem Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc., an insurance licensee of the Blue Cross and Blue Shield Association, a regulatory member of the Blue Cross and Blue Shield Association.



-With Cost of Care

\$100/\$300 Annual Deductible
\$5 Copayment Generic Drugs
\$25 Copayment Listed Brand-Name Drugs
\$40 Copayment Non-Listed Brand-Name Drugs
Unlimited Annual Maximum

Description of Benefits		<i>You Pay:</i>
Annual Deductible (<i>individual/family</i>)	The amount which must be paid for covered drugs in a calendar year prior to the application of copayments.	\$100/\$300
Tier 1: Generic Drugs	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
Tier 2: Listed Brand-Name Drugs	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 2 copayment applies.	\$25
Tier 3: Non-Listed Brand-Name Drugs	The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$40
		<i>Plan Pays:</i>
Annual Maximum	Per member per calendar year	Unlimited

How To Use The 3-Tier Managed Prescription Drug Program

The 3-Tier Managed Prescription Drug Program incorporates different levels of cost shares. An Annual Deductible must be satisfied prior to covered drugs being subject to tiered copayments, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You'll still have coverage for non-listed brand-name drugs, but at a higher cost share. Talk to your provider about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs. Once your deductible is met:

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a participating retail pharmacy.
- You'll be responsible for two copayments when purchasing a 31-day to 90-day supply of maintenance drugs through the mail-order program.

Generic Substitution: Prescriptions may be filled with the generic equivalent when available.

- When you purchase a generic drug at a participating pharmacy, you'll only be responsible for a \$5 copayment.
- When a generic equivalent is available and you obtain the brand name version, you will be responsible for the Tier 3 copayment *plus* the difference in cost between the generic and brand name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross & Blue Shield), you will be responsible only for the Tier 3 copayment.

Connection (Concurrent Drug Utilization Review)

Connection works with the retail pharmacy's standard guidelines to provide a second level of quality and safety checks. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. Connection involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

You must complete 85% of your prescription medication before you can obtain another refill at the pharmacy

Prior Authorization May be required on certain medication

In Connection, Anthem Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc., an Equal Opportunity Employer of the Blue Cross and Blue Shield Association. A MEMBER PLAN OF THE BLUE CROSS AND BLUE SHIELD ASSOCIATION.



Pharmacy Programs

Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a 90-day supply of these medications and have them delivered directly to their home. The \$100/\$300 deductible, \$5 generic/\$25 listed brand-name/\$40 non-listed brand-name copayment and Unlimited annual maximum apply. When ordering a 31-day to 90-day supply, after your deductible is met, two copayments will apply, as follows: \$10- generic/\$50 listed brand-name/\$80 non-listed brand.

Step Therapy is another element of C-DUR that consists of specialized programs that review pharmacy claims submitted for a member against his/her prescription profile and can be used to assist in controlling utilization and promoting quality, cost-effective drug therapies for patients. All therapy protocols developed by AFM are reviewed and approved by the P&T Committee. The current drugs affected by step therapies are: Ambien CR, Arthrotec, Celebrex, Enbrel, elidel, Lunesta, Monopril, Peniac, Prilosec, Prevacid, Rozerem & Zegerid.

A step therapy is requiring drug X, Y, or Z prior to receiving drug A. Step therapy protocols are built in the claims processing system to search the member's history for the required drugs. If the claim history does not indicate the member has had drug X, Y, or Z; drug A will reject at the point of service pharmacy. The member, pharmacy or physician may contact Anthem Prescription Customer Service to clarify the claim rejection.

An Next Rx representative reviews the criteria with the caller. The caller is advised if the request is approved or more information is required.

If additional information is needed, the member, pharmacy, or Anthem Prescription may contact the physician. The physician may supply the additional information via telephone or fax.

An Next Rx support Specialist reviews the additional information and compares it to the step therapy protocol. The request will be approved and authorization entered into the pharmacy claim processor if the information matches the step therapy protocol. Criteria is not met if the information does not match the step therapy protocol. The caller is informed of the status of the request.

National Pharmacy Network

Members also have access to a network of more than 53,000 retail pharmacies throughout the country. Members may call 1-888-207-4214 to locate a participating pharmacy when traveling outside the state.

Non-participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-participating physician, subject to deductible and copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution—Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

Limits and Exclusions

Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and

In Connecticut, Anthem Blue Cross and Blue Shield is a leader in the health care industry. Anthem Blue Cross and Blue Shield is a registered member of the Blue Cross and Blue Shield Association.



syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinse.

Benefits for prescription birth control are covered for most groups. However, such coverage is optional if your group is self-insured or a bona fide religious organization. Check with your benefits administrator.

This is not a legal contract. It is only a general description of the \$100/\$300 deductible, \$5 generic/\$25 listed brand-name/\$40 non-listed brand-name 3-Tier Managed Prescription Drug Program with an Unlimited annual maximum. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

In Connecticut, Anthem Plus Cover and Plus United are a service of Anthem Health Plans, Inc., an Independent Member of the Blue Cross and Blue Shield Companies.
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Town of Colchester			
Library Union Contract - Management Proposal			
Cost Impact Analysis			
	FY 2010-2011	FY 2011-2012	FY 2012-2013
Salary, FICA & 401(a)	3,230	7,084	7,297
Health Insurance	N/A	(10,378)	(11,488)
Net cost increase (decrease)	3,230	(3,294)	(4,191)

