

# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

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Gregg Schuster, First Selectman

## **Board of Selectmen Regular Meeting Agenda Thursday, April 7, 2011 Colchester Town Hall**

**Meeting Room 1 – 7:00pm**

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the March 17, 2011 Regular Board of Selectmen meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Open Space Commission. Member re-appointment for a new three-year term to expire 3/31/2014. Theodore Fuini to be interviewed.
  - b. Open Space Commission. Town Planner, Adam Turner, re-appointment for a new three-year term to expire 3/31/2014.
  - c. Open Space Commission. Inland Wetlands Enforcement Officer, Jay Gigliotti, re-appointment for a new three-year term to expire 3/31/2014.
  - d. Chatham Health District Board of Directors. Member appointment for three-year term to expire 4/7/2014. Russel Melmed to be interviewed.
6. Budget Transfers
7. Tax Refunds & Rebates
8. Recommendation to the Board of Selectmen by the Senior Center Study Group
9. Discussion and Possible Action on Proposed Town Ordinances
10. Discussion and Possible Action on Free Solar Panels
11. Discussion and Possible Action on Hardware for Land Record System
12. Discussion and Possible Action on Subdivision/Road Maintenance Bond Release

13. Discussion and Possible Action on Zoning Enforcement Attorney Referral
14. Discussion and Possible Action on Emergency Management Performance Grant
15. Discussion and Possible Action on Hebron Land Exchange
16. Discussion and Possible Action on Town Hall Flag Request
17. Discussion and Possible Action on Hiring Public Works Director
18. Discussion and Possible Action on Memorandum of Agreement between Town of Colchester and MEUI, Local 506, SEUI, AFL-CIO, CLC
19. Citizen's Comments
20. First Selectman's Report
21. Liaison Report
22. Adjourn

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Minutes  
Thursday, March 17, 2011  
Colchester Town Hall**

**Meeting Room 1 – 7:00pm**

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2011 MAR 18 AM 10:05

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

**MEMBERS ABSENT:** Selectman Greg Cordova

**OTHERS PRESENT:** Derrik Kennedy, Walter Cox, Patti White, Leann Hill, Bruce Hayn, Ryan Blessing, Katy Nally, and other citizens.

**1. Call to Order**

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

**2. Additions to the Agenda**

R. Coyle moved to add to the agenda item #13, "Discussion and Possible Action on FY11-12 Budget," and renumber accordingly, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

**3. Approve Minutes of the March 3, 2011 Regular Board of Selectmen meeting**

S. Soby moved to approve the minutes of the March 3, 2011 Regular Board of Selectmen meeting, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

**4. Citizen's Comments**

C. Borque commented to the Board that he has met with various boards and commission in Town, all of who have been very receptive to the formation of an Agriculture Commission, and he appreciates the support of the Town and Town Hall staff.

**5. Presentation of Proclamation to Girl Scouts**

First Selectman G. Schuster, on behalf of the Board of Selectmen, presented a proclamation honoring the Girl Scouts of America's 99<sup>th</sup> Anniversary.

**6. 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.**  
Dan Henderson was absent.

- b. **Open Space Commission. Member re-appointment for a new three-year term to expire 3/31/2014. Nick Norton to be interviewed.**  
Nick Norton was interviewed. R. Coyle moved to re-appoint Nick Norton to the Open Space Commission for a new three-year term to expire 3/31/2014, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
- c. **Open Space Commission. Member re-appointment for a new three-year term to expire 3/31/2014. Elizabeth Gillman to be interviewed.**  
No action taken.
- d. **Open Space Commission. Member re-appointment for a new three-year term to expire 3/31/2014. William Hochholzer to be interviewed.**  
William Hochholzer was interviewed. R. Coyle moved to re-appoint William Hochholzer to the Open Space Commission for a new three-year term to expire 3/31/2014, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
- e. **Open Space Commission. Member re-appointment for a new three-year term to expire 3/31/2014. Theodore Fuini to be interviewed.**  
Theodore Fuini was absent.
- f. **Youth Services Bureau. Member re-appointment for a new three-year term to expire 3/31/2014. Kerry Bell to be interviewed.**  
Kerry Bell was interviewed. J. Ford moved to re-appoint Kerry Bell to the Youth Services Bureau for a three-year term to expire 3/31/2014, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
- g. **Youth Services Bureau. Member re-appointment for a new three-year term to expire 3/31/2014. Pam Scheibelein to be interviewed.**  
Pam Scheibelein was interviewed. S. Soby moved to re-appoint Pam Scheibelein to the Youth Services Bureau for a three-year term to expire 3/31/2014, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Selectman Soby recused himself from the meeting

- h. **Chatham Health District Board of Directors. Member appointment for three-year term to expire 6/30/2014. Blyse Soby to be interviewed.**  
Blyse Soby was interviewed.

Selectman Soby returned to the meeting

#### 7. **Budget Transfers**

J. Ford moved to approve the Registrar of Voters budget transfer of \$200 from "Other Purchased Supplies" (11601-42340) and \$1,028 "Printing & Publications" (11601-44232) to "Service Contracts" (11601-44223), the Police Retirement Board budget transfer of \$50 from "Mileage, Training, & Meetings" (11102-43213) to "Professional Services" (11102-44208), the Historic District Commission budget transfer of \$200 from "Legals" (11405-44230) to "Professional Services" (11411-44208), the Planning & Code Administration budget transfer of \$1,000 from "Printing & Publication" (11411-44232) to "Travel, Training, & Meetings" (11411-43213), the Planning & Code Administration budget transfer of \$1,000 from "Postage" (11411-44217) to "Professional Services" (11411-44208), the Cragin Library budget transfer of \$1,500 from "Office Supplies" (42301) to "Library Media Supplies" (42344), and the Legal & Insurances budget transfer of \$19,373 from "Use of General Fund Fund Balance" (13501-36250) to "Workers Compensation Insurance" (11701-41260), seconded by S. Soby. Unanimously approved. MOTION CARRIED.

**8. Tax Refunds & Rebates**

R. Coyle moved to approve the tax refunds of \$9.28 to William & Mary Ann Duni, \$76.71 to John Fox, \$60.17 to Stratills LLC, \$172.21 to Raymond Meyers or J. Fiedtkou-Meyers, \$71.95 to Rory Demars, \$96.18 to Lindsey White, \$322.90 to Nutmeg Housing Development Corp c/o Merit Properties, Inc., \$23.61 to Alan Fafard, \$20.00 to Design and Manufacturing Solutions, Inc., and \$11.28 to Robert Bartol, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

**9. Discussion and Possible Action on Sponsorship Opportunities for Hershey Track Meet, Summer Concert Series, and 57 Fest**

S. Soby moved to authorize the First Selectman to sign all necessary documents for sponsorship opportunities with regards to the Hershey Track Meet, Summer Concert Series, and 57 Fest, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

**10. Discussion and Possible Action on State DOT Matching Grant Program for Elderly and Disabled Demand Responsive Transportation**

R. Coyle moved the resolution stating, "Be it Resolved that the Board of Selectmen for the Town of Colchester hereby authorize the First Selectman, Gregg Schuster, to negotiate and execute all necessary Agreement/Contract documents on behalf of the Town of Colchester with the Department of Transportation of the State of Connecticut and to affix the corporate seal," seconded by S. Soby. Unanimously approved. MOTION CARRIED.

**11. Discussion and Possible Action on Proposed Town Ordinances**

Discussion on proposed ordinances regarding alarms, fire hydrants and water mains, off-site sidewalk fees, rapid access systems, and an agriculture commission.

**12. Discussion and Possible Action on Memorandum of Agreement with Local 1303-254 AFSCME, AFL-CIO, Town Hall Employees Union**

S. Soby moved to approve the Memorandum of Agreement with Local 1303-254 AFSCME, AFL-CIO, Town Hall Employees Union as recommended by the First Selectman and authorize him to sign any and all documents, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

**13. Discussion and Possible Action on FY11-12 Budget**

Discussion on FY 11-12 budget and budget process.

**14. Citizen's Comments**

None.

**15. First Selectman's Report**

First Selectman G. Schuster reported that he and staff are continuing to work on the budget and at a recent SECCOG meeting, Kevin Lembo, State Comptroller, discussed the creation of a municipal prescription drug pool to reduce costs to municipal employees.

**16. Liaison Report**

J. Ford reported that the Conservation Commission has received its application from Tractor Supply. He also reported that the Historic District Commission recently discussed windows.

R. Coyle reported that the Senior Center Study Group voted on a recommendation and will deliver the report on April 7 to the Board with a recommendation to move the Senior Center to WJJMS as part of a renovation project.

S. Soby reported that the Police Commission has finished the first draft of a strategic plan, while the sub-committee in charge is continuing to fine-tune. Further, the Zoning Board of Appeals hosted Chris Borque as a representative of the forming Agriculture Commission and listened to his proposals. Finally, Planning & Zoning discussed with the State the location of the entrance for Tractor Supply (either Hayward Ave. or Rt. 85) and the location of sidewalks, also the commission discussed additional zoning regulation changes.

**17. Executive Session to Discuss Contract with MEUI Local 506, SEUI, AFL-CIO, CLC, Town Administrators Union**

S. Soby moved to enter into executive session to discuss contract with MEUI Local 506, SEUI, AFL-CIO, CLC, Town Administrators Union, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Entered into Executive Session at: 8:25 p.m.  
Exited from Executive Session at: 8:28 p.m.

**18. Executive Session to Discuss Public Works Director Candidates**

S. Soby moved to enter into executive session to discuss Public Works Director candidates, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Entered into Executive Session at: 8:29 p.m.  
Exited from Executive Session at: 8:35 p.m.

**19. Adjourn**

S. Soby moved to adjourn at 8:35 p.m., seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrick M. Kennedy  
Executive Assistant to the First Selectman

Attachment:

- Resolution for DOT Matching Grant Program for Elderly & Disabled Demand Responsive Transportation

Gregg Schuster



First Selectman

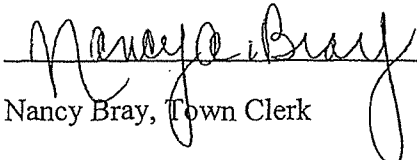
March 18, 2011

To Whom It May Concern:

At their regularly-scheduled meeting on Thursday, March 18, 2011, the Board of Selectmen of the Town of Colchester voted on and approved unanimously the below resolution:

Be it Resolved that the Board of Selectmen for the Town of Colchester hereby authorize the First Selectman, Gregg Schuster, to negotiate and execute all necessary Agreement/Contract documents on behalf of the Town of Colchester with the Department of Transportation of the State of Connecticut and to affix the corporate seal.

I, Nancy Bray, Town Clerk for the Town of Colchester, hereby acknowledge the above as true and recorded in the minutes of the above mentioned meeting and affix my signature below and the Town Seal.

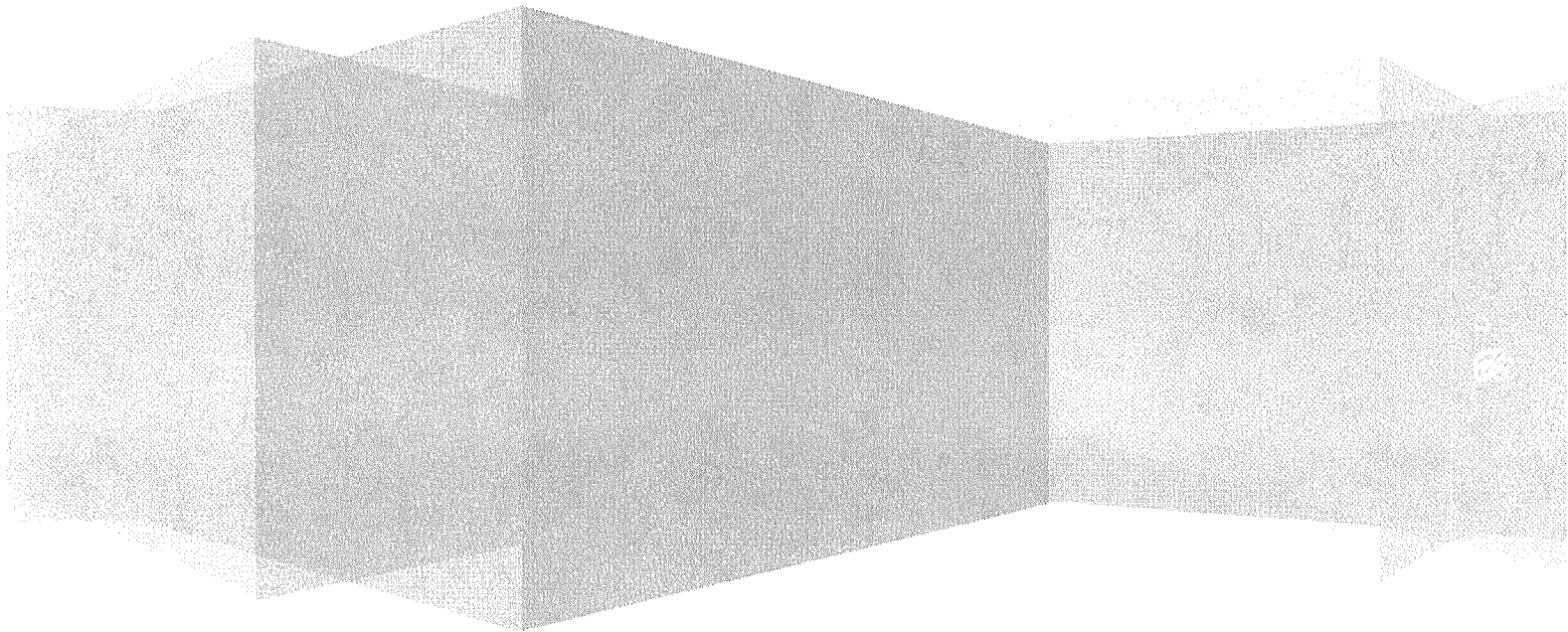
  
Nancy Bray, Town Clerk





# Colchester Senior Center Study Group

Report to the Board of Selectmen



# *Colchester Senior Center Study Committee Report*

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April 1, 2011

The Honorable Gregg Schuster, First Selectman  
Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415

Dear First Selectman Schuster,

It has been my honor to serve as the Senior Center Study Committee Chair alongside nine other dedicated appointees. The members of the study committee gave willingly of their time and talents, extending their participation beyond their initial commitment to ensure that we reviewed all available options with the same vigor. I am pleased to inform you that we met our charge on behalf of the residents of Colchester.

On behalf of the Senior Center Study Committee, I ask that you accept this report as a summary of our work and thoughtfully consider the recommendations it contains for the new facility and enhanced services. Assuming that we can adequately address parking and traffic safety issues and guarantee a separate, dedicated space, the committee supports the use of the William J. Johnston Middle School for the new senior center.

This decision is consistent with the preference expressed by Colchester residents through a community survey conducted in November. In an additional recommendation, the study group would ask that I (or my designee) serve on any related planning and development activities as this important work moves forward.

Again, thank you for the opportunity to serve on the Senior Center Study Committee. I look forward to your feedback and would be happy to respond to any questions you may have. Please feel free to contact me should you need any additional information to fully consider our recommendations.

Best Regards,

Theresa Hendricksen

Theresa Hendricksen, Chair  
Colchester Senior Center Study Committee

***Colchester Senior Center Study Group Membership***

Theresa Hendricksen, Chair

Norm Dupuis, Vice Chair

Jody Barr

Jack Faski

Goldie Liverant

Michelle Kormoroski

Pat Nardella

Pam Scheibelein

Winnie Standish

Selectwoman Rosemary Coyle, BOS Liaison

Donna Skawinski, Alternate

Study Group support provided by:

Patti White, Senior Center Director

### **Executive Summary**

The Town of Colchester, like many towns across Connecticut, is struggling with ways to best address the needs of its senior citizens. This has become a more daunting task in recent times in light of competing demands within the context of reduced revenues and tightening budgets due to the economic recession.

A small, passionate group of residents were asked to come together and form the Senior Center Study Group. The group began meeting in late 2009 to examine which of the following three options - a new stand alone center, a joint/multi-purpose center and/or housing the senior center in existing facilities - would be the best way to proceed. They were also asked to identify a set of core services that should be offered to seniors and to recommend what populations should be served by the senior center. After months of vigorous discussion and extensive information gathering, the Senior Center Study Committee has come to a thoughtful and responsive decision.

With regard to the core senior services, the study group is recommending that a variety of programs, activities and services should be available. The results of a community survey showed that residents as a whole support an array of services including health and nutrition, recreation and leisure, as well as educational and social services. With regard to the population(s) to be served the group focused exclusively on meeting the needs of seniors in the community, with the majority of survey respondents indicating that services should be provided to those 55 and older.

With regard to the facility and its location, several options were considered. The Town Planner generated a list of vacant parcels and discussions were held with the Bacon Academy Board of Trustees on options for renovating or purchasing the building that currently houses the senior center. The study group visited several senior centers in the region as well as the William J. Johnston Middle School.

After sixteen months of deliberations, the study group is recommending that a separate dedicated space for the new senior center be included in the plans to renovate the William J. Johnston Middle School, provided that parking and traffic safety concerns are a priority in the planning process, and adequately addressed in the final design.

Further, the study group recommends that the chair (or her designee) be appointed to serve on any subsequent committees that are charged with planning or implementing this recommendation.

## **Background and Introduction**

Colchester, like many communities across Connecticut, is struggling to balance meeting the needs of seniors with other special populations during difficult fiscal times. Demographic trends suggest that Colchester's senior population, like most of Connecticut, will continue to grow as more residents join the 55 and older age cohort, reduce their involvement in the workforce, prepare for retirement and have more opportunity for leisure activities.

While an array of discussions and recommendations for the senior center had been evolving over the last decade, the Colchester Senior Center Study Group was established last year to assess how the town could best prepare to meet the changing needs of its growing senior population.

Motivated by a combination of factors, including the deteriorating condition of the existing senior center building and changes in senior center staffing and local leadership, the study group was formed in December, 2009.

Selectman Gregg Schuster met with the appointees to discuss the study committee charge and members were instructed to "think outside the box" when exploring options and were cautioned that funding should be an essential factor in their deliberations.

Theresa Hendricksen was elected the Chair and Norm Dupuis was elected Vice Chair. The study group agreed to move forward and gather information on Colchester's senior population and their needs. In meeting their charge, the members explored what other towns had done to address similar needs, examined the advantages and disadvantages of each senior center option, and analyzed funding considerations for each of those options.

Meeting almost monthly, the study group reviewed all relevant materials provided by the Board of Selectman, was briefed on previous discussions about the senior center, reviewed town-owned land parcels, explored a variety of funding mechanisms, made several site visits to regional senior centers, met with a range of content experts, toured the William J. Johnston School and analyzed various space needs assessments previously commissioned by the town.

***The Board of Selectman charged the Senior Center Study Group with the following objectives:***

- 1) Developing a recommendation on whether a new Senior Center should be a new stand alone center, a joint/multi-purpose center, and/or housed in existing facilities;***
- 2) Developing a recommendation on what populations the Senior Center should and/or could serve for all options; and***
- 3) Developing a recommendation on what services should and/or could be provided at the Senior Center for all options.***

## **Summary of Information Gathering**

The study committee approached its charge in a thoughtful manner, choosing to gather the information they needed in a variety of ways and from several sources over the sixteen months that they met. The three primary methods of information gathering used by the study group included site visits, a written survey of community members, and presentations by content experts. The information itself was challenged, discussed, debated and synthesized by members at their regular meetings.

### ***Site Visit Key Findings***

Six site visits to area senior centers were scheduled between February and April, 2010 so that group members could see and experience services and facilities serving seniors in communities similar to Colchester. The members had an opportunity to visit three (3) stand alone senior centers, two (2) community centers that included separate dedicated space for seniors, and one (1) community center model with senior activities interwoven throughout the building. Seven members of the Senior Center Study Committee participated in the site visits that were conducted in Coventry, East Lyme, Glastonbury, Groton, Lebanon and Tolland.

Staff at each of the senior centers that were visited confirmed that the planning process for renovating or building a new facility took several years and that funding sources varied for the construction or renovation of the six centers visited. However, it should be noted that all centers receive town operating funds.

Some important facility requirements were identified during the site visits and were discussed by the study group for applicability in Colchester. These considerations included, but were not limited to:

- ensuring adequate storage and parking space;
- making the building accessible through automatic door openers with a design that does not increase a draft in the entryway or building;
- having a large open room for exercising and dance programs, making the space more versatile through installation of room dividers;
- maintaining private space for medical and counseling services; and
- ensuring an adequate kitchen size and design to meet the needs of the population and the scheduled activities.

In most of the centers visited, outdoor space is not widely used by seniors, and high ceilings presented both heating and cooling challenges as well as acoustical and budgetary issues. It was also noted that most centers have a computer lab on site. In East Lyme, for example, the senior center and the library are in the same building and share a variety of resources, including the computer lab. Counts of participant and program usage varied by town as do age, residency requirements, funding and policies for shared space.

These site visits left the study group members with the sense that Colchester's seniors were not receiving comparable services in comparable facilities to seniors living in similar communities. Yet, they served as a reminder of the many creative and flexible options to be considered in determining recommendations to best meet the needs of Colchester's seniors in the current fiscal climate.

The study group held one of its fall meetings at the William J. Johnston School. The agenda included a presentation by the Superintendent and a tour of the facility to review the planned renovation. The members discussed the benefits and challenges of recommending the inclusion of a new, dedicated space for seniors as a component within the re-design and renovation of the WJJ school building.

### **Community Survey Results**

The study group developed and conducted a community survey to gather additional information, help them make the best recommendations possible and to test whether their thinking was consistent with the general public. The survey questions focused on the following key concepts:

- Does the community agree that the current center no longer meets the need of Colchester's seniors?
- Does a separate senior center, a community center model or a joint/multi-purpose model best meet Colchester's needs?
- Does the community have a preference for renovating/utilizing the current center site?
- Has the study group identified the right mix of "core" services?

The survey was open to all adults in the community with its release in November, 2010. Attention was given to creating a broad appeal with several options for participation to assure a credible survey return rate. As such, the survey was available electronically via Survey Monkey on the town website, handed out by volunteers at polling places, distributed through the public schools, and was available in hard copy for pick-up and drop-off at the library, town offices, and the senior center. The survey was also publicized in the local media to improve public awareness. A copy of the written survey appears in Appendix 2.

#### **Highlights of the Survey Results:**

- **86% agree that the current Senior Center is inadequate.**
- **68% think moving the Senior Center to a new location is the best option.**
- **89% agree that core Senior Center services should include health and nutrition, recreation and leisure, education programs and social services.**
- **A majority of respondents prefer a separate, dedicated space within a multi-purpose community center.**
- **A majority of the respondents feel that Senior Center services should be available for residents 55 and older.**



The survey contained a brief introduction on the Senior Center Study Group and included the committee charge. Ten key questions were offered for reflection by the public, followed by a few simple demographic questions. The survey was designed to be anonymous unless respondents chose to self-identify. Residents with questions on the study committee or the survey were directed to the Senior Center Director.

The survey response rate exceeded expectations with 411 residents participating – 123 through Survey Monkey and 288 in the paper format. Of the nearly 400 responses analyzed, 79% were familiar or somewhat familiar with the services available through the senior center and more than a quarter (27%) reported having family members who used the center weekly in the last six months. Sixty-five per cent (65%) of the respondents were female with a significant majority (90%) age 40 or older. Over half of the respondents (52%) reported living in Colchester for more than 20 years.

***Perspectives from Content Experts***

As the need arose, content experts from the state and local level were called upon to provide their perspectives, data, information and additional resources to the study committee. Those who made presentations at study group meetings included Bruce Sheridan, from the Department of Economic Development who provided an overview of potential funding options available through the Small Cities Block Grant and STEAP (Small Town Economic Assistance Program); Maggie Cosgrove, Town CFO who educated the group on the town bonding process and relevant financial considerations, Adam Turner, Town Planner, who provided an overview of potential locations for a new senior center and members of the Bacon Academy Board of Trustees, who provided an overview of the current lease and further considerations for renovation or purchase of the existing senior center facility. The group also met with Ron Goldstein, BOE Chairman, Karen Loiselle, Superintendent of Schools and other officials from the Board of Education to learn more about the William J. Johnston project.

**Recommendations and Considerations**

***Core Senior Center Services***

Based on the results of the community survey and anecdotal observations, the group concluded that overall, the seniors who frequent the current senior center are pleased with the services they receive. Recognizing this, the following considerations should be met in any future senior center facility:

Special Considerations:

- The environment must be safe, welcoming and comfortable.
- The facility must provide both formal and informal opportunities for socialization.
- On-site programs should be supplemented with off-site and outdoor activities.
- Services should be expanded to help seniors access town, state and federal programs.

- Transportation services and adequate parking must be available.
- More specialized programming should be available for senior men and for senior couples.
- Space must adequately address service needs.

The list of core services generated by the study committee is aligned with their consensus decision to provide a range of education, leisure, health and nutrition services along with special events and support services. These programs and services are comparable to the range identified during senior center site visits in other communities and are consistent with the public sentiment expressed in the community survey. General considerations and examples follow.

Education Services:

- Provide a range of classes to promote life-long learning
- Offer technology classes

Leisure Services:

- Music
- Crafts
- Exercise Classes
- Cards and Games
- Day Trips

Health Services:

- Space to confidentially discuss individual medical concerns
- Specialized Health Clinics
- On-site medical services (i.e. blood pressure)

Nutrition Services:

- Meals (lunch)
- “Shared Bounty” Program

Support Services:

- Transportation
- Help with finding and applying for services

Special Events:

- “Volunteer Luncheon”
- Meeting Space
- Information Sessions

**Senior  
Center Services**

*Offer enhanced  
programming in the  
following core service  
areas:*

- **Education**
- **Leisure**
- **Health**
- **Nutrition**
- **Support Services**
- **Special Events**

## **Senior Center Recommendations**

The November 2010 study group meeting was dedicated to an intentional analysis of the three options identified in the charge. Group members were assigned to one of the three small groups and then asked to identify the strengths, weaknesses, opportunities and tensions of each option. The critical issues identified by the study group members during the SWOT analysis included the current economic situation created by the recession, the desire to maximize funding opportunities to offset costs to Colchester residents, the viability of a potential referendum vote and concerns about the timeframes and locations for building a new senior center facility. A more detailed summary of the SWOT Analysis appears in Appendix 1.

### *Special Considerations for the New Senior Center*

- *Creating a safe, welcoming facility with services deserving of Colchester's Seniors*
- *Maximizing funding opportunities through grants, bonding and cost-sharing*
- *Concern regarding new construction vs. renovation timeframes*
- *The current fiscal climate, public support and future affordability*
- *Utilize the WJJ School Renovation project to create a dedicated space for the new senior center*

Given these key considerations, the study group voted at its March 2011 meeting to recommend the William J. Johnston Middle School as the best option available for a new senior center, providing the renovation plans address concerns about parking and traffic safety and the need for a dedicated space with a separate entrance.

Further, the study group recommends that the chair (or her designee) be appointed to serve on any subsequent committees that are charged with planning or implementing this recommendation.

## Supporting Materials and Attachments

### Appendix 1 - SWOT Analysis Summary

|   | <b>Joint/Multi Purpose Option</b>   | <b>Stand Alone Option</b>  | <b>Existing Facility Option</b>  |
|---|---|--|--|
| <b>Strengths</b> –<br>What are the advantages?                    | <ul style="list-style-type: none"> <li>• Serves more of the population</li> <li>• Keeps services together</li> <li>• Can share gym, etc.</li> <li>• Already have a building (WJJS)</li> <li>• Integrates seniors with others in the community</li> </ul>  | <ul style="list-style-type: none"> <li>• Unique for seniors only</li> <li>• Dedicated resource</li> <li>• Perceived “value” of seniors in the community</li> </ul> | <ul style="list-style-type: none"> <li>• Less construction needed so may generate more public support</li> <li>• Time element – already available to satisfy pressing needs</li> <li>• Larger facility than current space</li> </ul>   |
| <b>Weaknesses</b> –<br>What are the disadvantages?                | <ul style="list-style-type: none"> <li>• Least support from seniors who already use the current center</li> <li>• Sharing facilities and time slots (competition)</li> <li>• Parking lot congestions w/ busses/kids/teens</li> <li>• Who would have primary/priority use of the facility</li> </ul> | <ul style="list-style-type: none"> <li>• Funding</li> <li>• Cost – no shared resources</li> </ul>  | <ul style="list-style-type: none"> <li>• Present center limited by physical structure, ownership &amp; condition</li> <li>• Work with restrictions – may be another facility not in the town center</li> <li>• Lack of public support</li> <li>• A suitable existing facility might not be available</li> </ul>                          |
| <b>Opportunities</b> –<br>What opportunities exist?               | <ul style="list-style-type: none"> <li>• Shared maintenance</li> <li>• Possible grant \$\$\$ available</li> <li>• Good bond rating in Colchester</li> <li>• Can take advantage of existing WJJS building</li> </ul>   | <ul style="list-style-type: none"> <li>• Aging population</li> <li>• Grants</li> <li>• Public support</li> </ul>   | <ul style="list-style-type: none"> <li>• Existing facility could be modified to house a new senior center @ reduced cost vs. new construction (WJJS)</li> <li>• Take advantage of federal and state funding/grant</li> </ul>   |
| <b>Tensions</b> –<br>What are the political & financial tensions? | <ul style="list-style-type: none"> <li>• Affordability</li> <li>• Defeated by referendum</li> <li>• Economic situation</li> <li>• Town may not understand needs of 1 group (seniors) compared to youth</li> </ul>   | <ul style="list-style-type: none"> <li>• Economic downturn</li> <li>• Amount of time to build a stand alone</li> <li>• Priority list relating to budget</li> </ul> | <ul style="list-style-type: none"> <li>• New construction could get better funding</li> <li>• Lack of public support</li> <li>• For WJJS, failure of BoE to get funding and public support</li> <li>• No existing facility available to meet the present needs of seniors</li> <li>• Questionable status of federal and state</li> </ul> |

**Appendix 2  
Community Input Survey**

The Board of Selectman appointed several town residents to serve on the Colchester Senior Center Study Group last December. The Study Group has been charged with:

- 1) Developing a recommendation on whether a new Senior Center should be a new stand alone center, a joint/multi- purpose center, and/or housed in existing facilities;
- 2) Developing a recommendation on what populations the Senior Center should and/or could serve for all options; and
- 3) Developing a recommendation on what services should and/or could be provided at the Senior Center for all options.

The Study Group has been meeting regularly to explore programming, service and facility options that best meet the needs of our senior citizens. The Study Group is currently seeking input from town residents through this survey and invites you to respond to the following questions.

Please circle the response that best represents your viewpoint:

**1. How familiar are you with the services available through the Senior Center?**

Not Familiar                                      Somewhat Familiar                                      Familiar

**2. How often have you or a family member used the Senior Center or its services in the past six months?**

Never    Weekly    Monthly

Please rate the following options being considered by the Study Group:

**3. A new Senior Center is needed because the current facility is inadequate to meet the demand for services.**

Agree                                      Somewhat Agree                                      Somewhat Disagree                                      Disagree

**4. Renovating a facility for a new Senior Center is the best option for Colchester.**

Agree                                      Somewhat Agree                                      Somewhat Disagree                                      Disagree

**5. Moving the Senior Center to a new location is the best option for Colchester.**

Agree                                      Somewhat Agree                                      Somewhat Disagree                                      Disagree

**6. The Senior Center should provide a variety of:**

|  |       |                |                   |          |
|--|-------|----------------|-------------------|----------|
| <b>Health &amp; nutrition services</b>       | Agree | Somewhat Agree | Somewhat Disagree | Disagree |
| <b>Recreational &amp; leisure activities</b> | Agree | Somewhat Agree | Somewhat Disagree | Disagree |
| <b>Educational programs</b>                  | Agree | Somewhat Agree | Somewhat Disagree | Disagree |
| <b>Social services</b>                       | Agree | Somewhat Agree | Somewhat Disagree | Disagree |

Please circle your preference among the choices given.

**7. Services at the Senior Center should be available for residents:**

**50 and older    55 and older    60 and older**

**8. Which of the options below do you prefer for the new Senior Center?**

- a) A separate, dedicated facility for the Senior Center
- b) A separate, dedicated Senior Center within a multi-purpose community center
- c) An integrated part of a multi-purpose community center

*Appendix 2: Colchester Senior Center Study Group Community Input Survey  
Continued*

Please tell us about little about yourself:

9. Gender:            Male                                  Female
10. Age:    18-25                  26-39                  40 – 54                          55- 69                  70 or older
11. How long have you lived in Colchester?  
      0-5 years                  6-10 years                  11-20 years                  more than 20 years

Additional comments:

Optional Information

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

*Thank you for your time.* Please mail or drop off your survey at the Senior Center (95 Norwich Ave.) or use any of the drop boxes at the Library or Town Hall. Your input is needed by Monday, November 15<sup>th</sup>.

For questions or more information on the Senior Center Study Group call the Senior Center at 860-537-3911 or visit the town website.

**TOWN OF COLCHESTER  
CODE OF ORDINANCES**

**Chapter 93, ORDINANCE ENFORCEMENT**

**§ 93-1. Statutory authority.**

Pursuant to C.G.S. §§ 7-148(c)(10)(A) and 7-152c, as such sections may be amended from time to time, the Town of Colchester (the "town") hereby adopts the following procedures regarding citations issued for violations of town ordinances.

**§ 93-2. Enforcement of all ordinances by citation; warning.**

Unless otherwise specifically provided in a town ordinance or the Connecticut General Statutes, all town ordinances may be enforced by citations issued by designated municipal officers or employees. Such designated municipal officers or employees shall issue a written warning providing notice of the specific violation before issuing the citation.

**§ 93-3. Appointment of hearing officers.**

The First Selectman shall appoint one or more persons who shall serve as hearing officers to conduct hearings into the violation of town ordinances. The hearing officers shall be electors of the town, but no police officer or any employee or person authorized to issue citations for the violation of any town ordinance shall be permitted to serve as a hearing officer.

**§ 93-4. Notice of violation.**

Within 12 months from the expiration of the period for the uncontested payment of fines, penalties, costs or fees for any citation issued under any town ordinance for a violation thereof, the town shall send notice to the owner of the property which is the subject of the violation or such other person as may be appropriate (the "cited person"). Such notice shall inform the cited person:

- A. Of the allegations against the cited person and the amount of the fines, penalties, costs or fees due;
- B. That the cited person may contest liability before a hearing officer by delivering in person or by mail written notice within 10 days of the date thereof;
- C. That if a hearing is not demanded, an assessment and judgment shall be entered against the cited person; and
- D. That such judgment may issue without further notice.

**§ 93-5. Admission of liability.**

- A. If a cited person who is sent notice pursuant to § 93-4 above wishes to admit liability for an alleged violation, the cited person may, without requesting a hearing, pay the full amount of the fines, penalties, costs or fees in person or by mail to the First Selectman at the address specified in the notice. Such payment shall be inadmissible in any proceeding, civil or criminal, to establish the conduct of the cited person or other person making the payment.
- B. Any cited person who does not deliver or mail written demand for a hearing within 10 days of the date of the notice provided for in § 93-4 above shall be deemed to have admitted liability, and the First Selectman

shall certify the cited person's failure to respond to the hearing officer. The hearing officer shall thereupon enter and assess the fines, penalties, costs or fees provided for by the applicable ordinance and shall follow the procedures set forth in § 93-6 below.

**§ 93-6. Hearing procedure.**

- A. Any cited person who requests a hearing shall be given written notice of the date, time and place for the hearing. The hearing shall be held not less than 15 days nor more than 30 days from the date of the mailing of the notice, provided that the hearing officer shall grant, upon good cause shown, any reasonable request by any interested party for postponement or continuance. An original or certified copy of the initial notice of violation issued by the issuing official or police officer shall be filed and retained by the town and shall be deemed to be a business record within the scope of C.G.S. § 52-180 and evidence of the facts contained therein.
- B. The hearing officer shall conduct the hearing in the order and form and with such methods of proof as the hearing officer deems fair and appropriate. The rules regarding the admissibility of evidence shall not be strictly applied, but all testimony shall be given under oath or affirmation.
- C. The hearing officer shall announce a decision at the end of the hearing. If the hearing officer determines that the cited person is not liable, then the matter shall be dismissed, and the hearing officer's determination shall be entered in writing accordingly. If the cited person is found liable for the violation, the hearing officer shall forthwith enter and assess the fines, penalties, costs or fees against the cited person as provided by the applicable ordinance.

**§ 93-7. Attendance at hearing.**

The presence of the issuing official or police officer shall be required at the hearing if the cited person so requests. A designated town official, other than the hearing officer, may present evidence on behalf of the town. The cited person wishing to contest liability shall appear at the hearing and may present evidence in his or her behalf. The hearing officer may, however, accept from the cited person copies of police reports, investigatory and citation reports and other official documents by mail and may determine thereby that the appearance of the cited person at the hearing is unnecessary. If the cited person fails to appear and such appearance has not been determined by the hearing officer to be unnecessary, the hearing officer may enter an assessment by default against the cited person upon a finding of proper notice and liability under the applicable ordinance.

**§ 93-8. Notice of assessment; judgment.**

If such assessment is not paid on the date of its entry, the hearing officer shall send by first class mail a notice of the assessment to the cited person and shall file, not less than 30 days nor more than 12 months after such mailing, a certified copy of the notice of assessment with the clerk of the Superior Court at Norwich, together with such entry fee as may be required by the Superior Court. The certified copy of the notice of assessment shall constitute a record of assessment. Within such twelve-month period, assessments against the same cited person may be accrued and filed as one record of assessment. The clerk shall enter judgment, in the amount of such record of assessment and court costs, against the cited person in favor of the town. Notwithstanding any other provision of the Connecticut General Statutes, the hearing officer's assessment, when so entered



as a judgment, shall have the effect of a civil money judgment, and a levy of execution of such judgment may issue without further notice to the cited person.

**§ 93-9. Appeal.**

A cited person against whom an assessment has been entered pursuant to this chapter is entitled to judicial review by way of appeal. An appeal shall be instituted within 30 days of the mailing of notice of such assessment by filing a petition to reopen assessment, together with an entry fee in an amount equal to the entry fee for a small claims case pursuant to C.G.S. § 52-259, in the Superior Court at Norwich, which shall entitle the cited person to a hearing in accordance with the rules of the Judges of the Superior Court.



## **AGRICULTURE COMMISSION**

- 1. Establishment of Agriculture Commission**
- 2. Appointment, Membership, Terms, Meetings, and Officers**

- a. Appointment and Membership.**

The Agriculture Commission shall consist of five (5) regular members and two (2) alternate members, all of whom shall be appointed by the Board of Selectmen. Insofar as practical, members appointed shall be representative of all groups interested in the management, protection, and regulation of agriculture, as defined by Connecticut General Statutes Section 1-1(q), particularly those directly involved in agriculture. Members shall serve without compensation. Any vacancy in office, arising or any reason, shall be filled by the Board of Selectmen for the balance of the term of the vacant position.

- b. Terms of Office.**

The initial terms of office of all regular members and alternate members shall begin on the same date, to be chosen by the Board of Selectmen. Three regular members and one alternate member shall be appointed for initial terms of three years. Two regular members and one alternate member shall be appointed for initial terms of two years. Thereafter, all terms of regular members and alternate members shall be three years.

- c. Meeting and Officers.**

The initial organizational meeting of the Agriculture Commission shall be held within one month after the official date of appointment of its members, which date shall be chosen by the Board of Selectmen. Thereafter, the Agriculture Commission shall hold an annual organizational meeting in January of each year. The Commission shall elect a chairman, vice chairman, and secretary at each organizational meeting. Such officers shall serve until the conclusion of the organizational meeting following the meeting at which they were elected. The failure of any regular member to attend four (4) consecutive meetings of the Commission shall constitute cause for the Board of Selectmen to remove the member and fill the position thus vacated.

- 3. Powers and Duties of Agriculture Commission.**

The Agriculture Commission shall have the following powers and duties:

**a. Information and Education.**

- i. To serve as a conduit of agricultural information among local farmers and Town boards, commission, and officials, as well as non-profit agencies, civic organizations, and other governmental agencies and officials.
- ii. To serve as a source of information to the public about local agricultural enterprises; for example, by creating an information website and maps of local farms.
- iii. To provide information to Town agencies and officials about agricultural laws and legal issues regard farm machinery, buildings, and operations.
- iv. To provide information and guidance to Town agencies and officials on agriculture-related issues, including but not limited to zoning, inland wetlands, and public works.

**b. Agricultural Support**

- i. To support young farms and new farmers
- ii. To support local, regional, and state vocational agriculture education programs.

**c. Conflict Resolution**

- i. To review regulatory language and practices among Town agencies and, if appropriate, recommend changes to help assure a consistent definition and treatment of agriculture, farming, and farms.
- ii. To act as a sounding board and offer guidance, as it deems appropriate, to Town agencies and officials concerning the impact of proposed Town ordinances, regulations, and policies on farms.
- iii. To serve as a resource for information and non-binding advice for Town Agencies, officials, residents and taxpayers, concerning the resolution of agriculture-related conflicts.

**d. Economic Opportunities**

- i. To identify innovative opportunities for farming additional lands in Colchester.
- ii. To promote opportunities for residents and local businesses to support and value farming.
- iii. To serve as a conduit between non-profit agencies, funders, and local farmers.
- iv. To work to create a climate that supports the economic viability of farming as a career in Colchester.
- v. To create a sustainable agriculture community in Colchester.

## Alarm Ordinance

### 1. Purpose

The purpose of this ordinance is to regulate the registration, operation and use of burglar, fire, medical or any other alarms or emergency signaling devices within the Town of Colchester and to support and enforce the maintenance of said system.

### 2. Applicability

The provisions of this ordinance shall apply to any person or entity who operates or owns any alarm system that automatically summons the police, fire, medical or ambulance personnel or other Town agency in response to an alarm signal.

### 3. Definitions

#### a. Alarm Systems

- i. Alarm System: Any device or equipment which is capable of activating the municipal fire alarm system, or is capable of automatically calling and relaying recorded emergency messages to any State Police, Municipal Police or Fire Department telephone number, or which is capable of automatically calling and relaying recorded emergency messages or other forms of emergency signals to an intermediate third party which shall thereafter call and relay such emergency message to a State Police or Municipal Police or Fire Department telephone number.
  - ii. Burglar Alarm: means any alarm system falling within the definition of paragraph (a) above, which is designated to transmit a signal in event of intrusion, hold up, or other type of emergency situation.
  - iii. Fire Alarm: means any system, which falls within the definition of paragraph (a) above, which is designated to transmit an alarm relating to fire.
- b. All alarm system: means any system, which sounds an audible signal that may be heard outside the protected premises. Said systems shall be equipped with a device that will limit the duration of such audible signal to not more than ten minutes
- c. An Alarm Owner or User: means any person, firm, corporation or other business entity that owns, controls, installs, operates or maintains any alarm system as defined in Section C (1) above.
- d. Automatic Telephone Dialing Service: refers to an alarm system, which automatically sends over regular telephone lines, by direct connection, or otherwise, a pre-recorded voice message indicating the existence of an emergency situation that the alarm is designated to detect.

- e. Central Station Operating Company: refers to a company equipped to receive burglar, fire, panic, intruder or hold-up alarms from each of its customers and which then transmits to the Connecticut State Police or to the Colchester Emergency Communications Center the location and type of any such alarm the central station operating company receives
- f. False Alarm: means an alarm (such as a Fire or Burglar Alarm) that is set off needlessly.
- g. Key Holder: refers to any person whose name appears on the registration form as a key holder or is designated in writing by the alarm owner or user to respond to the premises of alarm activation when requested by the Police Department or Fire Department (e.g. Reset system, gain entry, etc.).

#### **4. Registrations**

- a. The alarm owner / user or central station operating company shall within 30 days of installation or activation of an alarm system, complete a registration form provided by the Town of Colchester which shall include information concerning the alarm device, location, key holder(s) and any other necessary information.
- b. It shall be the responsibility of the alarm owner / user or central station operating company to notify the Town of Colchester Fire Department within 10 days, in writing, of changes in registration information.

#### **5. Connection to Telephone Lines Restrictions**

- a. No person, firm, corporation or other business entity shall connect to a telephone company's network any automatic dialing device or alarm system which causes the number "911" to be automatically dialed.
- b. Automatic dialing devices may only be connected to a seven-digit telephone number assigned by the Colchester Communications Center. The automatic dialing device must be equipped to disconnect after five rings.

#### **6. False Alarm, Registration, Violations & Charges**

- a. In the event there are three false alarm responses to the same location within the same calendar year, a written warning will be issued to the alarm owner / user upon the occurrence of the third false alarm, notifying them of impending charges for further false alarms occurring within a twelve (12) month period.
- b. A charge of \$25.00 shall be imposed on the alarm owner / user upon the occurrence of the fourth false alarm response within a twelve (12) month period.
- c. A charge of \$50.00 shall be imposed on the alarm owner / user upon the occurrence of all subsequent false alarm responses after four (4) within the twelve (12) month period.
- d. A charge of \$50.00 shall be imposed on the alarm owner / user for failure to register an alarm system with the Town of Colchester Emergency Services.

- e. A charge of \$50.00 shall be imposed on the alarm owner / user for failure to provide notification of any changes in registration to the Town of Colchester Emergency Services.
- f. A charge of \$50.00 shall be imposed on the alarm owner / user for the failure of a key holder to timely respond to the premises of the alarm when requested by the Police Department or Fire Department.
- g. A charge of \$50.00 shall be imposed on the alarm owner / user upon the occurrence of any automatic dialing violation as set forth in Section E hereof.
- h. A charge of \$25.00 shall be imposed on the alarm owner / user for the failure of an alarm owner / user to notify the Colchester Emergency Communication Center and the emergency agency affected of an alarm system service test, repair or adjustment of an alarm system, which results in a false alarm response.
- i. Charges for violations will be payable to the Town of Colchester and deposited into the General Fund.

#### **7. Notification (24 hour)**

- a. If an alarm owner / user notifies the proper agency that will receive the alarm when activated, Colchester Communications 860-537-3414 or State Police Dispatch 860-537-7500 prior to any service test, repair or adjustment of an alarm system that may activate a false alarm, no charge shall be imposed. In the case of fire alarm systems, the alarm owner / user shall notify the Colchester Communications Center at 860-537-3414 as soon as all service, test, repair or adjustment of the alarm system has been completed.

#### **8. Enforcement**

- a. The Town of Colchester may institute civil proceedings to enforce the provisions of this ordinance.

#### **9. Disclaimer of Liability**

- a. Notwithstanding the provisions of this ordinance, the Town of Colchester and its departments, officers, agents and employees shall be under no obligation whatsoever to ensure or verify the adequacy, proper installation, maintenance, use or resetting of any alarm device. The Town of Colchester assumes no liability for the failure of alarm devices. Each alarm owner / user shall be deemed to hold and save harmless the Town of Colchester and its departments, officers, agents and employees from any and all liability arising out of, resulting from or relating to an alarm owner / user's installation, operation, maintenance and use of an alarm system.





## Fire Hydrants and Water Mains

### 1. General

#### a. Purpose

To authorize the Colchester Board of Selectmen to regulate the installation and the Colchester Fire Department to regulate the maintenance of fire hydrants in the Town of Colchester.

#### b. Permits

A permit issued by the Colchester Water Department is required to use or operate fire hydrants or valves intended for fire suppression purposes, which are installed on the Town of Colchester water system and are accessible to public highways, alleys, or private ways to or generally used by the public.

#### c. Plans

Plans and specification for fire hydrant systems shall be submitted to the Colchester Water Department, Fire Marshal's Office, and the Colchester Fire Department for review and recommendation prior to construction.

### 2. Water Supplies and Fire Hydrants

#### a. General

Water supplies and fire hydrants shall be in accordance with Sections C-1203(a)(1) and (5) of the Town of Colchester Charter and Articles X through XI, inclusive, Chapters 74, 93, 150, and Section 109-6(B) of the Town of Colchester Code of Ordinances.

#### b. Required Water Supply for Fire Protection

When the Colchester Water Department serves the property, an approved water supply capable of supplying the required fire flow for fire protection shall be provided by the property owner. The property owner of all premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within in the jurisdiction shall provide water mains and fire hydrants.

Primary water mains and water mains with cross-connections greater than 600 feet (180m) apart, a twelve-inch (300mm) diameter water main shall be installed. All cross-connecting (distributing) water mains shall be a minimum of eight inch (200mm) in diameter.

When determined by the Fire Marshal, any portion of a facility or building that is in excess of 150 feet (45.72m) from a water supply on a public street, (as measured around the exterior of the facility or building) on-site fire hydrants and mains shall be provided by the property owner.

#### i. Installation and spacing of fire hydrants

Fire hydrant spacing in commercial and industrial areas shall not exceed three hundred and fifty feet (350') between hydrants. Hydrant spacing in residential areas shall not exceed five hundred 500 feet. Primary hydrant locations shall be at or as near as possible to any intersection with intermediate hydrants installed where the spacing between intersections exceeds six hundred feet (600') or as required by the fire marshal.

**ii. Acceptable fire hydrants**

Fire hydrants shall be dry barrel compression hydrants with dry top design and contain a break-a-way feature. Hydrants shall meet AWWA C502 standard, shall be UL listed and FM approved with a maximum working pressure of 250 PSI. Hydrants shall be manufactured of cast iron with three nozzles (2) hose (1) pumper 5" storz. If a 4.5" NST thread is provided, a 4.5" NST to 5" Storz adaptor shall be provided and installed. Valve size shall be 5.25 inches. Color shall be yellow with white nozzle caps. Hydrants shall be on the approved equipment list of the Colchester Water Department.

**c. Fire Hydrants**

Fire hydrants shall be clearly marked in accordance with the latest edition of National Fire Protection Association (NFPA) standards. Hydrant locations shall be identified by the installation of approved reflective markers as approved by the Colchester Water department.

**d. Systems out of service**

The Fire Chief and Fire Marshal shall be notified when any required fire hydrant is out of service and or restoration of service. Hydrants that are "out of service" shall be clearly marked by the Colchester Water Department.

**3. Tampering with Fire Hydrant Equipment, Barriers, Security Devices, Signs, and/or Seals**

**a. Fire department property**

Apparatus, equipment and appurtenances belonging to or under the supervision and control of the Colchester Fire Department shall not be molested, tampered with, damaged or otherwise disturbed.

**b. Fire hydrants and fire appliances**

Fire hydrants and fire appliances required by this ordinance shall not be removed, tampered with, or otherwise disturbed except for the purpose of extinguishing fire, training, recharging or making repairs, flushing, or when allowed by the Colchester Water Department. When a fire protection devise is taken out of service for replacement or repair, it shall be replaced or repaired as soon as practicable.

**4. Obstruction and Impairment of Fire Hydrants and Fire Protection Systems**

**a. General**

All fire hydrants shall be continuously maintained and kept clear of weeds, rubbish and any and all other obstructions and clearance shall be maintained on all sides and above all fire hydrants. Landscaping or decorations shall not obstruct or hide any fire hydrant from clear view, nor prohibit access for use and/or maintenance of fire hydrants.

It shall be unlawful for any person to obstruct the access to any fire hydrant by placing locating or permitting any debris, building material, personal property or other obstruction or, or about any fire hydrant which may in any manner interfere with its immediate use.

Parking, placing or locating any vehicle, boat, trailer or other personal property within ten (10) feet of a fire hydrant is prohibited.

**b. Removal Required**

All owners, entities, or persons in possession and control of private property that includes a fire hydrant shall remove snow and ice abutting the hydrant that has accumulated higher than a point four inches below the bottom of the lowest outlet on any hydrant within 24 hours after the cessation of a snow or ice storm.

**c. Clear space around/access to hydrants**

A minimum clear space of 3-foot (.914m) shall be maintained around the circumference of fire hydrants except as otherwise required or approved.

**d. Marking of fire hydrants**

Fire protection equipment and fire hydrants shall be clearly identified in accordance with the latest edition of NFPA standards. Fire hydrant tops and caps shall be marked in accordance with the latest edition of NFPA 291 Recommended Practice for Fire Flow Testing and Marking of Hydrants.

*All resolutions, orders, and ordinances or portions of the same in conflict herewith are hereby repealed.*



## OFF-SITE SIDEWALK FEE

### 1. Purpose

The Town of Colchester (the Town) does hereby create a special fund, which shall be known as the "Pedestrian Access Improvement Fund" (the fund), and which fund shall not lapse at the end of the municipal fiscal year. The fund's purposes shall be for the design and construction of various sidewalk and other pedestrian access improvements.

### 2. Sources of funding, investments, and limitation on fund use

- a. In addition to such sums as may be appropriated by the Town annually for deposit into the fund, the Town is authorized to and may deposit into the fund all monies received by it, from whatever source, as monetary gifts, grants or loans for the development of pedestrian access improvements.
- b. Fees to the Town collected in voluntary lieu of any requirement to provide on-site pedestrian access as authorized by the Zoning and Planning Commission, pursuant to the Town's Zoning Regulations and/or Subdivision Regulations, shall be deposited into the fund.
- c. The fund shall be in the custody of the Town Treasurer or other officer in charge of funds of the Town, and all or any part of the monies in the fund may, from time to time, be invested in any securities in which public funds may be lawfully invested. All income derived from such investments shall be placed into the fund and become a part thereof. The monies so invested shall at all times be subject to withdrawal from such investments for use as, hereinafter set forth.
- d. No sums contained in the fund, including interest and dividends earned upon said sums, shall be transferred to any other account within the Town budget. No expenditures shall be made from the fund except in accordance with the provisions of this chapter.
- e. The continuation of the fund shall be perpetual, notwithstanding that from time to time the fund may be unfunded.
- f. Maintenance of sidewalks is dictated by *Colchester Code of Ordinances* §124-7, "Responsibilities of owners and occupants of premises."

### 3. Expenditures from the fund

Expenditures shall be made from the fund only in accordance with the following procedures and requirements:

- a. Expenditures from the fund shall be made exclusively for acquisition costs, including but not limited to appraisal and closing costs, of real property or of easements, interests or other rights therein, the use of which shall be limited to the design and construction of pedestrian access facilities;
- b. Expenditures from the fund shall only be made for projects that are included in the sidewalk improvement listing that is a portion of the pedestrian access plan as approved by the Board of Selectman on; and
- c. All expenditures from the fund shall conform to the Town's general procedures with regard to the expenditure of municipal funds.
- d. All expenditures must receive approval from the Board of Selectmen.

#### 4. Off Site Improvement Fee Calculation

- a. The fee for offsite sidewalk improvements shall be calculated by the Town Engineer. The Engineer shall base his estimation on the following typical construction activity as described below:
  1. Clearing and grubbing
  2. Excavation and or fill
  3. Gravel fill/base
  4. Topsoil/seed/fertilize disturbed areas
  5. Compaction, formwork, wire mesh, expansion/contraction joints, broom finish surface
  6. ADA compliant tactile warning strips at ramps
- b. This fee calculation will be evaluated and adjusted as needed and shall be recommended by the Town Engineer and determined by the Board of Selectmen
- c. Properties within a one (1) mile radius of the Town Green will be assessed at 100% of the Town Engineer's Assessment Schedule
- d. Properties within a two (2) mile radius of the Town Green will be assessed at 75% of the Town Engineer's Assessment Schedule
- e. All other properties will be assessed at 50% of the Town Engineers Assessment Schedule.
- f. If a property is partially within either the one or two mile radius, the boundary with the higher assessment schedule will prevail.
- g. For the purposes of determining an off-site assessment amount; if a property has more than one frontage, it is deemed to have only one (the frontage with the greatest length) for the purposes of determining the off-site assessment amount.

## RAPID ACCESS SYSTEMS

### 1. Rapid Access System

- a. Purpose: The purpose of this section is to provide prompt entrance to commercial and industrial structures within the Town of Colchester to fire and emergency personnel by requiring the installation of a rapid entry system in new or renovated commercial and industrial structures.
- b. Definitions.
  - i. Rapid entry system. A rapid entry system consists of a heavy-duty key vault the specifications of which shall be approved by the Fire Chief.
  - ii. Renovation: Renovation shall mean updating or repair of an existing commercial or industrial building, or conversion of an existing structure to commercial or industrial purposes requiring the issuance of a building permit and the cost of which work shall exceed ten thousand dollars (\$10,000.00)
- c. No certificate of occupancy shall henceforth be issued for any new or renovated commercial or industrial structure unless there shall be installed thereon a rapid access system approved by the fire department as to specification and location thereof. Keys to such rapid access system shall be maintained exclusively by the fire department.
- d. Upon installation of such rapid access system, the building owner shall, at his, her or its expense -maintain all components thereof and .make repair or replacement thereof within seven (7) day of receipt of written notice to repair or replace from the fire department.
- e. Penalty. Any owner violating provisions of this section shall be fined twenty-five dollars (\$ 25.00) for each occurrence. Each day of violation shall be considered a separate offense.





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

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

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

April 1, 2011

TO: Gregg Schuster  
FROM: Greg Plunkett  
RE: Free Solar Panels



Last summer DCS Energy approached us with an offer to place solar panels on Town property at absolutely no cost to the Town. The program which was supported with Federal funds restricted the installations to asphalt roofs or ground installations. We did some investigation at the time but the program ended before we were ready to make a commitment.

We recently received word that additional Federal funding has been approved and that the program will start again. Additionally buildings with flat roofs are now included. I immediately contacted DCS and sent them the list the buildings we want them to considered.

I have contacted two local communities Salem and North Stonington who signed up with DCS last summer. They were both completely satisfied with their performance and the installation.

I also spoke to Chris Wardrup our insurance representative about the insurance requirements and he indicated it would be no problem to meet DCS's requirements.

Attached are the following documents:

- A sample DCS Energy Lease Contract
- A list of the buildings I have proposed to receive solar panels
- Free Solar Electrical (PV) Panels for Your Municipal Building!!

I am seeking approval from the Board of Selectmen to move forward with the project. Before anything is finalized the Board would be able to review the final contract.

Motion: Authorize Greg Plunkett to pursue free solar panels for Town buildings through DCS Energy and submit contracts for review and possible approval.

Sample  
CONTRACT

DCS Energy  
PO Box 320  
South Glastonbury, CT 06073  
860-657-0675  
(Fax) 866-471-8415  
www.DCSenergy.com

## DCS Energy Solar Lease Contract

This DCS Energy Solar Lease Plan Contract is between \_\_\_\_\_ (provider) and \_\_\_\_\_ **customer**. DCS Energy will provide a photovoltaic solar system for the lessee to use and benefit from the clean electricity generated from the solar PV electric panels for their electric bill. There are some conditions that the lessee must agree to and successfully complete before this DCS Energy Solar Contract will be active (see below). This is an operational lease and the DCS Energy PV solar system will be located at:

PV System will be located on the **Roof** \_\_ or **ground** \_\_\_\_\_.

The estimated DC size of the system is **9 kW** with an estimated monthly average clean energy produced by the PV system as **900 kWh**. The purchase value of this solar PV system is **\$ XXXX**. All state and federal rebates money will be used to offset the cost of the system to the Lessee and will be paid to DCS Energy. US Federal Program and third party funding partner must approve the PV system and authorize the funds for the system. The DCS Energy PV System will include USA made solar products including:

**1 Soltech 250W Panels**

**2 Solectria Renewables PVI-4000 Inverter with website (if client provides Ethernet cable & internet connection**

**IronRidge or Panel Claw Rack & Rail System**

**5 year parts and labor warranty on equipment failures**

Anticipated state licensed electrician that is responsible for the installation of the PV System: **Mr. Electric**.

The down payment for this system will be \$ 0 due and payable immediately. If the UST does not award the rebate money or does not give its approval, the Lessee will have the opportunity to increase their down payment to make up for the lost funds while continuing the solar project or the Lessee can cancel the project. The Lessee will have a monthly payment of **\$0** for 60 months. After the 60<sup>th</sup> month, the Lessee will be donated the system by DCS Energy or it will be removed at the request of the client at no cost within 30 days of the end of the lease period. DCS Energy will retain rights to the renewable energy credits generated from the solar PV for the life of the system (considered as part of the payment for the system).

DCS Energy  
PO Box 320  
South Glastonbury, CT 06073  
860-657-0675  
(Fax) 866-471-8415  
[www.DCSenergy.com](http://www.DCSenergy.com)

**Lessee Responsibilities:**

- Lessee Agrees to provide utility bill information (one month) and certificate of insurance with at least \$300,000 liability coverage that will be maintained throughout the lease period.
- Lessee agrees to provide southern facing location as per DCS Energy recommendation for the PV array system. If this PV system location is a roof, the Lessee agrees to make the roof “in good standing and lasting integrity” for a period of at least 10 years. Any roof leaks or other roof deficiencies are the sole responsibility of the Lessee. If a leak requires the movement of the PV array, Lessee is responsible for any fees to move the array and test to make sure it is functioning properly.
- Lessee agrees to provide secure area for PV Equipment system storage before and during installation. Area should be secure from any theft or vandalism. Lessee is financially responsible for any theft or damage to the PV system while it is on their grounds for the life of the solar. This includes any damage to the PV system from fire, wind, and physical damage, scratches to panels or from lighting.
- Lessee agrees to pay for any town fees (permit, zoning etc) and any structural engineering costs for the PV System. The Lessee also agrees to pay any property tax or taxes for the solar PV system.
- If the PV system will be ground mounted the Lessee is responsible for secure fencing protection around the PV array, electrical boxes and inverter. Fencing should not provide any shading or obstruction to the PV array and the sun.
- Lessee will provide unlimited access to the grounds, electric panel area and PV installation site for the DCS Energy staff, project electricians and town inspectors. Following the completion of the installation these parties will need access to the system and will be granted access with 24 hour notice to the Lessee. Lessee agrees to recycle all packaging materials from the solar PV System.
- Lessee if they want a solar website will provide a LAN/internet access & electric plug for the inverter website in the location of the inverter/electric panel and will provide a Cat5 cable in the location of the system inverter. Lessee and the public will be able to see the PV electric production of the system via a web portal as well as in the LCD display of the system’s inverter. Lessee will record solar production results for the solar PV system on the first day of every month for the life of the system and provide this information to DCS Energy.
- Lessee agrees to allow the use of their name for advertising purposes or media stories with the PV project in association with DCS Energy and state energy agency.

DCS Energy  
PO Box 320  
South Glastonbury, CT 06073  
860-657-0675  
(Fax) 866-471-8415  
www.DCSenergy.com

### **Provider Responsibilities:**

- DCS Energy agrees to provide a working PV solar system on the Lessee's site. The system will be approximately (DC) 9 kW.
- DCS Energy will complete the PV system within six months of receiving the final signed contract, solar signing and funding approval.
- DCS Energy will use a state licensed electrician for all the installation work Mr. Electric or another electrician.
- DCS Energy will be responsible for the PV system and its maintenance for the five year period of this solar contract. DCS Energy is responsible for any malfunctioning repairs to the PV system (unless caused by any events mentioned before which is the Lessee responsibility for payment or an insurance covered event).
- The state licensed electrician will secure a town permit for the PV system (paid for by Lessee) DCS Energy will secure the utility interconnection approval and application. DCS Energy will obtain both of their signed approvals before the PV System will be commissioned.
- DCS Energy will receive any of the PV systems federal, state, utility and local rebates or tax credits to offset the cost of the solar PV system for the Lessee.

### **Termination & Late Payment**

The Lessee may not be terminated before the 61<sup>st</sup> month. If after the 60<sup>th</sup> month the lessee would like to have the system removed, this will be done at no cost to the lessee. After the 60<sup>th</sup> month, the PV system will be donated to the lessee. The system may not be moved during the lease period unless permission is given by DCS Energy. After the lessee owns the system it may be moved. It would be hoped that the system if moved would be in a good solar production area. The RECS and environmental assets will belong to DCS Energy for the life of the system.

DCS Energy  
PO Box 320  
South Glastonbury, CT 06073  
860-657-0675  
(Fax) 866-471-8415  
www.DCSenergy.com

## **DCS Energy Solar Lease Plan Contract**

### **Lessee:**

We agree to comply and achieve the Lessee responsibilities outlined in this DCS Energy Solar Lease Plan Contract. This agreement must be signed by an official with the organization.

Signature of Town/not-for-profit official rep. (Lessee) \_\_\_\_\_

Print name/Position \_\_\_\_\_

Date \_\_\_\_\_ Down payment due and monthly payment 0.

### **DCS Energy**

We hereby agree to provide a PV solar system to the Lessee and will perform our Solar Lease Contract responsibilities for the successful completion and operation of the DCS Energy Solar PV system.

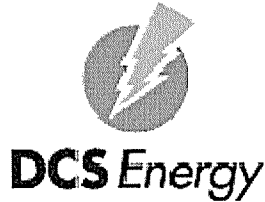
DCS Energy

Craig Bradway

President of DCS Energy

Signature \_\_\_\_\_

Date \_\_\_\_\_



We are pleased to be able to serve your municipality.

Town: Colchester, CT

Full Name: Greg Plunkett

Email: [gplunkett@colchesterct.org](mailto:gplunkett@colchesterct.org)

Phone: 860-303-0125

**Qualifications:**

Any Roof Composite/Asphalt (not metal)

Flat Roofs are now eligible.

Roofs should be in newer condition

Southerly exposure to the sun

Non Shaded Roof Area (No Obstructions)

Electric Meter in the Building

Typical facilities to consider for your list are:

| Building Type        | Name of Building                                | Building Address                                    |
|----------------------|---|---|
| Town Hall            | Town Hall                                       | 127 Norwich Ave., Colchester, CT                    |
| Library              | Cragin Memorial Library                         | 8 Linwood Ave., Colchester, CT 06415                |
| Fire House Company 2 | Colchester Hayward Volunteer Fire Dept. (CHVFD) | 424 Westchester Rd., Rte. 149, Colchester, CT 06415 |
| School               | Colchester Elementary School (CES)              | 315 Halls Hill Rd., Colchester, CT 06415            |
| School               | Jack Jackter Intermediate School (JJIS)         | 215 Halls Hill Rd., Colchester, CT 06415            |
| School               | William J. Johnston Middle School (WJJMS)       | 360 Norwich Ave., Colchester, CT 06415              |
| School               | Bacon Academy High School                       | 611 Norwich Ave., Colchester, CT 06415              |
| Highway Facility     | Highway Dept.                                   | 300 Old Hartford Rd., Colchester, CT 06415          |
| Other                | Park and Rec Garage                             | 215 Old Hebron Road                                 |
| Other                | Youth Center                                    | 40 Norwich Ave., Colchester, CT 06415               |
| Other                |   |   |

Thank you for the list. We are glad to proceed. It is best to respond to me by email.

Bob Oberle

DCSEnergy

[bob@dcsenergy.com](mailto:bob@dcsenergy.com)

860-597-4330 cell

860-920-7394 efax



**DCS Energy**

[www.DCSenergy.com](http://www.DCSenergy.com)

## **FREE SOLAR ELECTRIC (PV) PANELS FOR YOUR MUNICIPAL BUILDINGS!!**

Due to the Federal Stimulus Fund for Solar Incentives, nonprofit organizations are able to receive Solar Electric (PV) Systems supplied and installed at no cost. (Technically, it will be a leased system that we donate to the town or NFP after 60 months.)

### Qualifications:

- Any building that has a composition /asphalt roof (metal roofs do not qualify)
- Roofs should be in newer condition
- Southerly exposure to the sun
- Non shaded roof area (no obstructions)
- Electric meter in the building

DCS Energy can install a 4kW or 9 kW Solar (PV) Electric System at no charge.

### Benefits include:

- Solar Electric (PV) Systems 4kW-9kW will produce clean electricity
- Annual savings are estimated at \$1,200-\$2,000 per METER.
- The town will be participating in the "Going Green" program with no investment necessary

Visit our website [www.DCSenergy.com](http://www.DCSenergy.com) and see the towns listed on the left.  
To see the Lebanon video click on commercial solar, then WFSB Channel 3 story

Thank you for your interest!

Bob Oberle  
DCSenergy  
[Bob@DCSenergy.com](mailto:Bob@DCSenergy.com)  
Mobile: 860-597-4330  
Efax: 860-920-7394





# Memo

**To:** Board of Selectmen

**From:** Nancy A. Bray, Town Clerk

**Date:** 3/29/2011

**Re:** Additional hardware for land record system.

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The Town Clerk's Office would like to purchase an additional set of a receipt printer and label printer for our land record system. We initially asked for this when we decided to change to this particular vendor but there weren't sufficient funds in the I.T. budget. At times our system will get a "blue" screen whereas we have to shut down and reboot; in lieu of having our customers wait for the system to come back up again, we would like to service them from another terminal.

I plan on using my \$1.00 fund which does **not** come from the budget but from a fund belonging to our office. It was set up by the legislature for discretionary use by the Town Clerk's Office. We would have no problem covering these purchases which total \$1,798.

A "**Motion to appoint the First Selectman to sign this addendum to the original contract dated Dec. 4, 2008, between the Town of Colchester and COTT Systems, Inc.**", would be the appropriate action.

*Thank You!*



INFORMATION MANAGEMENT SOLUTIONS

Hardware Schedule

For Nancy Bray, Town Clerk, Colchester CT

Prepared on Monday, March 14, 2011

Cott will provide Customer with the following:

- Epson Receipt Printer model TM-H6000III:
(2) Thermal paper rolls, (2) Epson Black Ribbons, USB Cable/Shipping
Eltron Label Printer model TLP3842-10300:
USB 2.0 Cable, (2) Eltron Wax Ribbon 2.52" X 244', (2) White Label 2.5" X 1.5"
Remote installation by Cott

Assumptions and Requirements

- Cott will use commercially reasonable means to transport hardware and network software to Customer site, while Customer is responsible for associated transportation fees.
In the event of hardware failure or malfunction, Customer must be willing to perform computer related tasks and to move hardware to assist in troubleshooting.
The hardware provided shall be subject to the hardware manufacturer warranty provided by the manufacturer of the hardware. Hardware manufacturer warranty terms and exceptions are subject to change by the manufacturer without notice to Cott or Cott's Customer. Customer is responsible for terms and exceptions to the warranty.
Hardware malfunctions due to natural events such as a lightning strike or flood, as well as damage to or misuse of hardware, fall outside manufacturer warranty coverage and maintenance plans, and additional fees will likely apply.

Schedule of Payments Invoice upon receipt of signed contract \$1,798

Invoices are due within thirty (30) days of issue

This Hardware Schedule ("Schedule") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified below, and is being executed as an exhibit to Cott's Master Agreement for Products and Services, signed Dec. 04, 2008 In order for Cott to provide the services described herein.. Cott and Customer have entered into this Schedule as of the date it is signed by Customer; under the provision this Schedule is only valid when signed by customer within sixty (90) days of the date of signature by Cott.

Colchester, CT
(County, Parish, Town)

COTT SYSTEMS, INC.

CUSTOMER

Jodie Bare
Signature
Date 3.14.11

Signature
Date

Jodie Bare, VP Planning & Operations
Print Name/Title

Print Name/Title

Signature
Attest

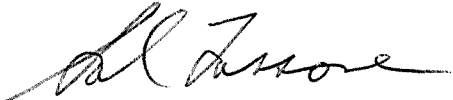
Attest

March 23, 2011

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



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

To: Colchester Board of Selectmen  
From: Salvatore A. Tassone P.E. – Town Engineer   
Re: Resubdivision Plans prepared for Ernest N. Costa, Chestnut Hill Rd. &  
Palmer Rd., Colchester, Connecticut, prepared by Tarbell Heintz & Assoc.,  
Inc., dated 6-7-06, latest revision 8/9/06

---

The owner of the referenced subdivision has requested that the town release the remaining subdivision/road maintenance bond. The town is currently holding a cash bond in the amount of \$10,740.00.

Based upon a site inspection conducted March 22, 2011, all of the required public improvements associated with the subdivision have been completed and are in good condition and the road maintenance bond has been in place for the minimum one-year period required by the town's road ordinance. It is therefore recommended that the remaining bond plus accrued interest be released to the owner.

**RECOMMENDED MOTION:**

Recommend that the Town of Colchester release the remaining Subdivision/Road Maintenance bond in the amount of \$10,740.00 plus accrued interest to the owner.



MEMORANDUM

**DATE:** 03/18/11  
**TO:** Colchester Selectmen  
**FROM:** Craig Grimord, Assistant Planner & Zoning Enforcement Officer  
**RE:** **Zoning Enforcement-Request for Attorney Referral**

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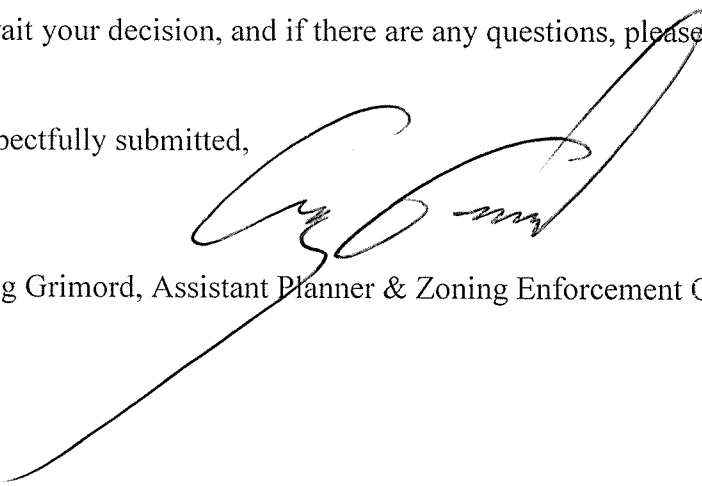
At the 3/16/11 meeting of the Planning & Zoning Commission, the ZEO requested (per Section 3.1 of the Zoning Regulations) and was granted authorization to seek a legal solution for Zoning Enforcement action ENF#09-006, Pettigrew Flynn, property located at 553 Amston Road.

Attached is a copy of the request to the Commission that includes a brief time line of the enforcement actions taken to date. Also attached, is a copy of the minutes of the P&Z meeting of 3/16/11 where the authorization was approved. The Selectmen must authorize the use of attorneys to prosecute zoning enforcement issues.

If a legal solution is authorized, I will attempt to have the CT Housing Court take on the case. I believe there is a good chance that they will because there are health and public safety issues concerning ground and surface water contamination. If the Housing Court adopts the case, there is generally little or no expense to the Town.

I await your decision, and if there are any questions, please do not hesitate to ask.

Respectfully submitted,

  
Craig Grimord, Assistant Planner & Zoning Enforcement Officer

## MEMORANDUM

**DATE:** 03/16/11  
**TO:** Planning & Zoning Commission  
**FROM:** Craig Grimord, Assistant Planner & Zoning Enforcement Officer  
**RE:** **Enforcement-Request for Attorney Referral**

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**The Zoning Enforcement Officer hereby requests authorization from the Planning and Zoning Commission to refer the following enforcement case to the Selectmen to seek a legal resolution:**

ENF# 09-006; Pettigrew Flynn, for property located at 553 Amston Road

Violation: Sections 3.4, 4A.2, 4A.3, 6.6.1G, 13.13, 13.15 & CGS§14-67g pertaining to unregistered vehicles, junk and debris, and improper storage of hazardous materials in an aquifer protection zone.

### Time Line

3/20/09-File opened per complaint received from the Sanitarian regarding vermin.

3/23/09-violations documented: 12 unregistered vehicles, junk & debris, containers of hazardous materials openly stored. NOV sent.

8/2009-some minor cleanup and removal of unregistered vehicles observed.

1/13/10-letter sent regarding little or no progress and potential issuance of a C&D.

7/6/10-C&D issued, no significant progress made towards cleanup since letter of 1/13;

10/26/10-Final warning letter sent for compliance with the C&D order.

11/29/10-Letter received from the property owner stating that he has been stricken with Lyme disease and that was the reason for the lack of progress. A response letter was sent granting time till after the new year to bring the site into compliance.

3/8/11-No progress made. Final letter sent informing the property owner that I would be seeking a legal resolution.

Inspections conducted to date indicate that there has been no effort to comply. Over the past year several scrap dealers have approached me regarding the site stating that they would like to clean the place up for the scrap value. I have directed them to the owner who has refused the offers.

Based on the record to date, the Zoning Enforcement Officer hereby requests (for the record and per Section 3.1 of the Regulations), that the Commission vote to authorize the ZEO to seek Selectmen authority for injunctive relief in the CT Superior Court.

AMENDED  
COLCHESTER PLANNING AND ZONING COMMISSION  
REGULAR MEETING MINUTES  
WEDNESDAY, MARCH 16, 2011  
TOWN HALL, 127 NORWICH AVENUE, COLCHESTER, CT  
Room 1  
7:00 P.M.

**MEMBERS PRESENT:** Chairman Joseph Mathieu, Mark Noniewicz, L. Hodge, John Rosenthal and Stacy Brown; Alternates: James Miller and John Novak

**MEMBERS ABSENT:** Tom Kane and Dave Gesiak

**STAFF PRESENT:** Adam Turner, Planning Director; Craig Grimord, Assistant Planner/Zoning Enforcement Officer; Gail Therian, Clerk; Stan Soby, Board of Selectman Liaison;

1. **CALL TO ORDER** –Chairman Mathieu called the meeting to order at 7:02 p.m.

2. **Roll Call**

Chairman Mathieu asked the clerk to note those in attendance. J. Miller and J. Novak were seated as voting members.

3. **Additions to Agenda** –

C. Grimord asked that the following item be added to the agenda under "Preliminary Reviews": Item A – Preliminary Review for Tractor Supply Company.

**Motion** by M. Noniewicz, seconded by L. Hodge to add to the agenda under "Preliminary Reviews", Item A – Preliminary Review for Tractor Supply Company. **Motion carried unanimously.**

4. **Minutes of Previous Meeting - Regular Meeting – March 2, 2011**

**Motion** by L. Hodge, seconded by J. Miller to approve the minutes of the March 2, 2011 meeting as written. **Abstentions:** M. Noniewicz, S. Brown and J. Rosenthal All others in favor **Motion carried.**

5. **Public Hearings** – None

6. **Preliminary Reviews** –

A. Preliminary Review – Tractor Supply Co.

Jim Cassidy, Hallisey, Pearson and Cassidy gave a brief overview of the progress of the proposed development of the Tractor Supply Co. that was originally presented at the July 21, 2010 Commission meeting. He said that presently this application is before the Conservation Commission. He said that after working with the Connecticut DOT, the access drive will be located on New London Road. He was before the Commission this evening for guidance from them regarding sidewalks to the site. He proposed two options: sidewalks on Lake Hayward Avenue across from the Commuter lot or on New London Road. Discussion followed regarding the sidewalk regulations, the Town's sidewalk plan and the requirement for internal sidewalks. The Commission advised Mr. Cassidy to work with staff and A. Turner will report the results to the Commission at the next meeting.

7. **New Business & Applications Received** - None

8. **Five Minute Session for the Public** -

Steve Coyle, owner of multi-family housing at 152 Linwood Avenue, spoke about traffic concerns created by the island in front of the Dunkin Donuts at 164 Linwood Avenue. He stated that the problem is that traffic coming from Route 2 cannot take a left into the Dunkin Donuts so they travel past the island and turn into his apartment's driveway and then out to Dunkin Donuts. He has spoken with Staff and was advised that any changes to the island must be made by the Connecticut Department of Transportation because it is a state road.

A. Turner explained to the Commission that he has met with CT DOT on several occasions about this but they are not willing to eliminate the island. He said that the owner of this Dunkin Donuts is in the process of conducting a traffic study to present to the Connecticut Department of Transportation and this study should be completed by the end of April. He said he also suggested that Mr. Coyle contact the State Police about the traffic violations. S. Soby advised Mr. Coyle that all concerns about the island should be directed to the State DOT and he should contact Sgt. Petruzzi, Resident Trooper Supervisor regarding the traffic violations.

RECEIVED  
COLCHESTER, CT  
2011 MAR 17 PM 3:51

9. Pending Applications -

A. SDP #11-011 Marvin's Used Auto Parts, 524 New London Road; (Received on February 16, 2011; Must Act on By Regular Meeting on 4/06/2011)

Commission Members present at this meeting eligible to deliberate on this application: Chairman Joseph Mathieu, L. Hodge, Alternates: James Miller and John Novak. C. Grimord said that M. Noniewicz, S. Brown, and J. Rosenthal had not signed the affidavit stating that they had listened to the audio portion of the March 2, 2011 meeting and had not reviewed the file.

C. Grimord distributed his Staff Report dated March 16, 2011 with a recommended motion.

Atty. Ted Harris, representing the applicant, said that revised plans have been submitted and the applicant has no issues with the suggested conditions. He explained how the comments received from the Eight Mile River Committee were addressed with the revised plans. A discussion followed regarding draining of vehicle fluids, the handling of the storm water runoff and pollutants and erosion and sediment control.

J. Rosenthal suggested that action on this application be postponed to the next meeting to allow the Commissioners who missed this meeting and the March 2, 2011 meeting to listen to the audio portion and review the file. C. Grimord reminded the Commission that this application will need to be acted on at the April 6, 2011 meeting.

**Motion** by M. Noniewicz, seconded by J. Rosenthal to postpone action on SDEP #11-011 until the next regularly scheduled meeting on April 6, 2011. **Motion carried unanimously.**

10. Old Business – None

11. Planning Issues & Discussions

A. Suburban Zoning District

A. Turner distributed copies of the draft Suburban Districts to Commission members and explained how this new zone would combine the R40, R30 and R30A districts. This will be the main residential area and will be of mixture of sewer and non sewer areas and will allow all types of residential development and mixed use. In certain internal areas, there will be an emphasis on multi-family development with densities of 6 to 8 units per acre. He asked the Commission members to review this and email him with any questions, etc. This will be discussed at the next meeting.

B. Draft Updated FEMA Compliant Flood Zone Regulations

C. Grimord told the Commission that a draft copy of the Updated FEMA Compliant Flood Zone Regulations were included in their packets. The proposed Regulations have been updated to incorporate the FEMA Regulations and must be adopted before July 18, 2011 so that residents in Town will be covered under FEMA and FEMA insurance. The new Flood Zone map is available on the Town's website. Residents affected by these changes will be notified by mail. A copy of the proposed regulations will be emailed to the Commission members for their review and comments.

12. Zoning Enforcement Officer's Report -

C. Grimord distributed a copy of a memo including a time line and pictures of enforcement case ENF#09-006 and asked the Commission for authorization to refer this case to the Selectmen to seek a legal resolution.

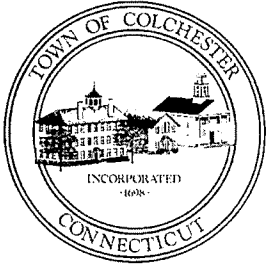
**Motion** by M. Noniewicz, seconded by L. Hodge to authorize the ZEO to refer enforcement case ENF#09-006 to the Selectmen to seek a legal resolution. **Motion carried unanimously.**

13. Correspondence - None

14. Adjournment

**Motion** by L. Hodge, seconded by M. Noniewicz to adjourn at 8:37 p.m. **Motion carried unanimously.**





# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

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April 5, 2011

TO: Colchester Board of Selectmen

FROM: N. Reed Gustafson – Emergency Management Director

RE: Notice of Grant Award #010E028A - Emergency Management Performance Grant Program

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This award is for the period of October 1, 2010 through September 30, 2011 and is awarded annually to the town to assist in funding the Emergency Operations Center and to provide fifty percent of the Emergency Management Director's salary. There are no matching fund requirements for the Town of Colchester.

**RECOMMENDED MOTION:**

“Move to approve the submission of the Emergency Management Performance Grant and allow the First Selectman to sign any and all necessary documents.”



STATE OF CONNECTICUT  
DEPARTMENT OF  
EMERGENCY MANAGEMENT AND HOMELAND SECURITY



Peter J. Boynton  
Commissioner

March 11, 2011

The Honorable Gregg Schuster  
First Selectman  
Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415

Dear Mr. Schuster:

I am pleased to forward for your signature the Emergency Management Performance Grant sub-grant award #010E028A in the amount of \$8,678 (of which \$4,172.33 is federal funding and \$4,505.67 is sub-grantee match). The aim of this funding is to assist your community in maintaining a robust local emergency management program.

Please review the award carefully and pay particular attention to the general and special grant conditions. Afterwards, sign and date the award and initial as indicated and return it to:

Anthony Scalora  
DEMHS Region 4 Coordinator  
State Police Troop K  
15-B Old Hartford Road  
Colchester, CT 06415

This sub-grant award is based on your approved grant application and your community's population as stated in the 2009 State Register and Manual. The funding formula used for this year is consistent with previous years and provides a proportional share of the overall program support provided by the Federal Emergency Management Agency (FEMA) to the State of Connecticut.

Any additional funding, if available, will be passed along to the communities through a supplemental allocation at the end of the Federal Fiscal Year, which is September 30, 2011. In order to assist DEMHS in preparing to allocate any additional funding, towns may submit eligible expenses for possible reimbursement during the year that exceed their sub-grant awards, and DEMHS will consider these expenses should additional funding become available.

Audit quality documentation of allowable expenditures must accompany reimbursement requests and should be submitted to Anthony Scalora, DEMHS Region 4 Coordinator, for processing. Please note that all requests must include an original signature by the local finance director or someone of equal authority on FEMA Form 85-21.

You will be sent a fully executed copy of the award for your files. We thank you for your participation in the EMPG program and your community's continued commitment to the protection of our citizens.

Sincerely,



Peter J. Boynton  
Commissioner

PJB/dwg

Enclosures

CC: Mr. N. Reed Gustafson, Local Emergency Management Director  
Mr. Anthony Scalora, DEMHS Region 4 Coordinator



STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

Division of Strategic Planning & Grant Administration  
25 Sigourney Street, 6<sup>th</sup> Floor  
Hartford, CT 06106-5042



NOTICE OF GRANT AWARD

The Department of Emergency Management & Homeland Security hereby makes the following grant award in accordance with the Department of Homeland Security Appropriations Act, 2010 (Public Law 111-083), and in accordance with the grant solicitation and the attached grant application, if applicable.

Grantee: Town of Colchester  
Address: 127 Norwich Avenue  
City/State/Zip: Colchester, CT 06415

Town Code:  
State Agency Code:  
Federal Employer ID No.: 06-6001974

DEMHS Grant No.: 010E028A  
Project Title: Emergency Management Performance Grant  
Date of Award: March 4, 2011

Period of Award: From: 10/1/2010 To: 9/30/2011  
Amount Of Award: Federal: \$4,172.33 State: \$ 0  
State Match: \$ 0 Grantee Match: \$4,505.67  
Interest: \$ 0 Other: \_\_\_\_\_ Specify \$ 0  
Total Budget: \$8,678

Fed Grant No.: 2010-EP-E0-0054 CFDA No.: 97.042 Grantee Fiscal Year From: July 1 To: June 30

*My signature below, for and on behalf of the above named grantee, indicates acceptance of the above referenced award and further certifies that:*

1. I have the authority to execute this agreement on behalf of the grantee; and
2. The grantee will comply with the attached General and Special Grant Conditions, and Standard Assurances.

By: \_\_\_\_\_  
Signature of Authorized Official Date  
\_\_\_\_\_  
Typed Name and Title of Authorized Official

*FOR THE DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY*

By: \_\_\_\_\_  
Signature of Authorized Official Date  
Peter J. Boynton, Commissioner  
Typed Name and Title of Authorized Official

**SUMMARY DESCRIPTION OF FUNDING**

*Through this accord, the Town of Colchester will use grant funding in the amount of \$4,172.33 from the Emergency Management Performance Grant for costs related to supporting all-hazards emergency management mission areas.*



**State Of Connecticut**  
**Department Of Emergency Management & Homeland Security**  
 Division of Strategic Planning & Grant Administration



**GENERAL GRANT CONDITIONS**

**SECTION 1: Use of Grant Funds.**

The grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as grantee. Grant funds shall not, without advance written approval by DEMHS, be obligated prior to the starting date or subsequent to the termination date of the grant period.

**SECTION 2: Fiscal Control.**

The grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

**SECTION 3: Retention of Records and Records Accessibility.**

- 3.1. Financial records, supporting documents, statistical records, and all other records pertaining to this grant shall be retained for a period of three years starting from the date of the submission of the final expenditure report, with the following qualifications.
- 3.2. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 3.3. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.
- 3.4. The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the grantee or its subcontractors or subgrantees pertaining to work performed under this agreement. The State will give grantee or such subcontractor or sub-grantee at least twenty-four hour's notice of such intended examination. At the State's request, the grantee shall provide the State with hard copies of or magnetic tape containing any data or information relating to the State's business, which data or information is in the possession or control of the grantee. The grantee shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or sub-grantee relating to this grant.

**SECTION 4: Insurance.**

The grantee agrees that while performing any service specified in this grant, the grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with the Department of Emergency Management and Homeland Security prior to the performance of services.

**SECTION 5: Conflict of Interest.**

No person who is an officer, employee, consultant or review board member of the grantee shall participate in the selection, award or administration of a contract, subcontract, subgrant or agreement or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant or review board member or any member of his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of the above has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employed is related to any of the foregoing persons.

**SECTION 6: Reports.**

The grantee shall submit such reports as the Department of Emergency Management and Homeland Security shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and sub-grantee packets and budgets. Cash requests may be withheld by the Department of Emergency Management and Homeland Security until complete and timely reports are received and approved.

**SECTION 7: Funding Limitation.**

Funding of this project in no way obligates the Department of Emergency Management and Homeland Security to fund the project in excess of this grant, beyond the period of this grant, or in future years.

**SECTION 8: Revised Budget.**

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the grantee agrees to submit to the Department of Emergency Management and Homeland Security a revised budget and budget narrative equal to and in the same distribution as the grant award not later than 30 days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

**SECTION 9: Audits.**

- 9.1. In accordance with the following conditions, the grantee agrees to conduct and submit to the Department of Emergency Management and Homeland Security a completed audit package with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.
- 9.2. If the grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes (C.G.S.), the grantee is required to submit a State Single Audit Report to the Office of Policy and Management. C.G.S. Section 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$100,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the grantee received State Financial Assistance from the Department of Emergency Management and Homeland Security for this grant and it is the only State Financial Assistance that the grantee has received during this fiscal period. The State Single Audit Report should be filed with the Office of Policy and Management no later than six months after the end of the audit period.
- 9.3. If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non profit organizations which expended a total amount of Federal Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the grantee receives Financial Assistance under only one Federal program. For audit purposes, State or grantee match funds as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

**SECTION 10: Unexpended Funds and/or Disallowed Costs.**

If project costs are less than the grant, and/or any project costs have been disallowed, the grantee agrees to return the unexpended/disallowed funds to Department of Emergency Management and Homeland Security not later than 60 days following closeout of the grant.

**SECTION 11: Nondiscrimination and Affirmative Action.**

- 11.1. The grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.
- 11.2. The grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved.
- 11.3. The grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.
- 11.4. The grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- 11.5. The grantee agrees to provide each labor union or representative of workers with which such grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the grantee's commitments under this

- section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- 11.6. The grantee agrees to comply with each provision of this section and Connecticut General Statute sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statute sections 46a-56, 46a-68e and 46a-68f.
  - 11.7. The grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the grantee which relate to the provisions of this section and Connecticut General Statute section 46a-56.
  - 11.8. If the grant is a public works contract, the grantee agrees and warrants that the grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
  - 11.9. Determination of the grantee's good faith efforts shall include but shall not be limited to the following factors: The grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statute section 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
  - 11.10. The grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statute section 46a-56; provided, if such grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
  - 11.11 The following subsections are set forth here as required by Section 4a-60a of the Connecticut General Statutes:
    - a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
  - 11.12 The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_  
 DEMHS General Conditions

section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- 11.13 For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced, and "mental disability means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including but not limited to, a municipality, (2) a quasi-public agency, as defined in CGS Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government as described in the immediately preceding enumerated items (11.1 – 11.12).

#### **SECTION 12: Executive Orders.**

- 12.1. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.2. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This Agreement may be canceled, terminated, or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.3. This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

#### **SECTION 13: Americans with Disabilities Act.**

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the period of award of the grant. The grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the grantee to satisfy this standard either now or during the period of the grant as it may be amended will render the grant voidable at the option of the State upon notice to the grantee. The grantee warrants that it will hold the State harmless from any liability, which may be imposed upon the State as a result of any failure of the grantee to be in compliance with this Act.

#### **SECTION 14: Independent Contractor.**

The grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the grantee will notify the Department of Emergency Management and Homeland Security of the contractor's identity.

#### **SECTION 15: Federal Compliance and Assurances.**

- 15.1 If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975 to the effect that, no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

15.2 The grantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands.

**SECTION 16: Non-Supplanting.**

- 16.1. If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee agrees that these grant funds will be used so as to supplement and increase, but not supplant, the level of state, local, private and federal funds that would otherwise be made available for this project and to serve this target population, and will in no event replace such state, local, private and federal funds.
- 16.2. The grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. Department of Emergency Management and Homeland Security may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

**SECTION 17: Additional Federal Conditions.**

If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to the Department of Emergency Management and Homeland Security and which are hereby made a part of this grant award.

**SECTION 18: Indemnification.**

The grantee shall indemnify, defend and hold harmless the State and its successors and assigns from and against any and all (1) actions, suits, claims, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this Agreement including, but not limited to, acts of commission or omission (collectively, the "Acts") by the grantee or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the grantee is in privity of oral or written contract; (2) liabilities arising in connection with this Agreement, out of the Grantee's Acts concerning its or their duties and obligations as set forth in this Agreement; and (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. The Grantee shall reimburse the State, for any and all damages to the real or personal property of the State caused by the Acts of the Grantee. The State shall give to the grantee reasonable notice of any such Claim. The Grantee shall also use counsel reasonably acceptable to the State in carrying out its obligations under this section. This Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

**SECTION 19: Special Grant Conditions.**

The grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific program, and which are hereby made a part of this award.





**State Of Connecticut**  
**Department Of Emergency Management & Homeland Security**  
 Division of Strategic Planning & Grant Administration



**SPECIAL GRANT CONDITIONS**

*Check applicable box, if required*

- 1. The grantee agrees to complete and submit to DEMHS a revised project narrative not later than thirty (30) days after signing this grant award. The grantee must contact DEMHS program staff at 860-256-0900 regarding the required revisions.
- 2. Specific funding limitations have been applied to this grant. Please contact DEMHS program staff at 860-256-0900 for further details on these funding restrictions.
  - a) Based on federal Department of Homeland Security Program Guidance, no more 25% of the FY 2007 LETPP awards may be used for operational activities including DHS-declared Orange Alerts.
  - b) The grantee will complete the Interoperable Communications Request Form and submit it for approval in advance of any purchase of interoperable radio communications equipment. No funds may be expended until approval has been secured.
- 3. The grantee is required to participate in training session(s) on \_\_\_\_\_. The grantee must contact \_\_\_\_\_ to schedule training and determine if there are other technical assistance opportunities.
- 4. The grantee must submit to DEMHS for review and approval a revised budget itemization for any proposed change 1) which will alter a budget category by more than 10% of the budget category or by more than \$500, whichever is greater; or 2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to DEMHS by letter.
- 5. The grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of DEMHS or any party designate by DEMHS for such purpose. The grantee further agrees that such cooperation includes but is not limited to: 1) collecting and maintaining project data, including client data, 2) supplying project data to DEMHS or its designee; and 3) permitting access by DEMHS or its designee to any and all project information whether stored by manual or electronic means.
- 6. All training events, seminars, and conferences must be approved by DEMHS prior to submitting registration for the event. Requests to attend training events must include names of staff, purpose of training, justification/need for training, location, dates, and costs. Staff attending training events may be required to present a summary of the training to DEMHS and/or other grantees.
- 7. It will be the sole responsibility of the grantee, and its staff, to insure that any report, article, computer program, database, or other product or publication, whether oral or in writing resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the grantee.
- 8. The grantee shall comply with the following statutes and regulations:
  - Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended;
  - Title VI of the Civil Rights Act of 1964, as amended;
  - 28 C.F.R. Part 42, Subparts C, D, E;
  - Section 504, Rehabilitation Act of 1973, as amended (28 C.F.R. Part 42, Subpart G);
  - Title II of the Americans with Disabilities Act, (28 C.F.R. Part 35);
  - Title IX of the Education Amendments of 1972, (28 C.F.R. Part 54);
  - The Age Discrimination Act of 1975, (28 C.F.R. Part 24, Subpart I).

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_  
 DEMHS Special Conditions

9. a) The grantee must obtain DEMHS Training Coordinator approval for all grant-funded training. The DEMHS Training Coordinator, Mr. David Brown, can be reached at 860-256-0849. DEMHS training approval and all related documentation for participating staff, including training certificates and time and attendance records must be retained by the sub-grantee in the grant file.
- b) The grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's national Preparedness Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's National Preparedness Directorate or the U.S. Department of Homeland Security." The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- c) The grantee agrees to comply with DEMHS Grant Policy #1 regarding the use of grant funds for overtime and backfill reimbursement, which are limited to the maximum payment of \$200 per person per day.
- d) The grantee agrees to submit to DEMHS upon request project deliverables including but not limited to: plans, evaluations, reports, and research results.



**UNITED STATES  
DEPARTMENT OF HOMELAND SECURITY  
Emergency Management Performance Grant**

**Special Conditions**

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:
  - A. Administrative Requirements
    1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
    2. 2 CR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
  - B. Cost Principles
    1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
    2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
    3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
    4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations
  - C. Audit Requirements
    1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Emergency Management Performance Grants (EMPG) Program guidance and application kit.
4. The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial grant award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.
5. In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to the period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.
6.
  - A. Classified national security information, as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
  - B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
  - C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_  
Federal Special Conditions

agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or an appropriate official within the Federal department of agency with whom the classified effort will be performed.

- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS-Standard Operating Procedures, Classified Contracting by States and Local Entities, - dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at:  
<http://www.dhs.gov/zopnbiz/grants/index.shtm>
- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to the execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

E-mail: [DD254AdministrativeSecurity@dhs.gov](mailto:DD254AdministrativeSecurity@dhs.gov)

Mail: Department of Homeland Security  
Office of the Chief Security Officer  
ATTN: ASD/Industrial Security Program Branch  
Washington, D.C. 20528



**UNITED STATES  
DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency  
Standard Assurances**

Print out these forms and fill in by hand (Type written is preferred)

|   |                            |   |
|---|----------------------------|---|
| <b>FEDERAL EMERGENCY MANAGEMENT AGENCY<br/>SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS</b>  |                            | <b>O.M.B. No. 3067-0206<br/>Expires February 28, 2007</b> |
| FOR FY  | CA FOR (Name of Applicant) |   |
| <p>This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.</p> <p>An applicant must check each item that they are certifying to:</p> <p>Part I <input type="checkbox"/> FEMA Form 20-16A. Assurances-Non-construction Programs.</p> <p>Part II <input type="checkbox"/> FEMA Form 20-16B. Assurances-Construction Programs.</p> <p>Part III <input type="checkbox"/> FEMA Form 20-16C. Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements.</p> <p>Part IV <input type="checkbox"/> SF LLL, Disclosure of Lobbying Activities (If applicable)</p> <p>As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.</p>   |                            |   |
| Typed Name of the Authorized Representative   |                            | Title   |
| Signature of the Authorized Representative  |                            | Date Signed   |
| <p><b>NOTE:</b> By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.</p> <p>The applicant further agrees by submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)</p> |                            |   |
| <p align="center"><b>Paperwork Burden Disclosure Notice</b></p> <p>Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right hand corner of this form. Please do not send your completed form to the above address.</p>   |                            |   |

FEMA Form 20-16, FEB 04

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_  
Federal Standard Assurances

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-NON-CONSTRUCTION PROGRAMS**

**Note:** Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified

**As the duly authorized representative of the applicant, I certify that the applicant:**

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands

FEMA Form 20-16A, JUN 04

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_  
Federal Standard Assurances

pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEMA Form 20-16A (BACK)

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-CONSTRUCTION PROGRAMS**

**Note:** Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified

**As the duly authorized representative of the applicant, I certify that the applicant:**

- |   |  |
|---|--|
| <p>1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.</p> <p>2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.</p> <p>3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.</p> <p>4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.</p> <p>5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the such other information as may be required by the assistance awarding agency or state.</p> <p>6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.</p> <p>7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.</p> <p>8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit</p> | <p>9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.</p> <p>10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</p> <p>11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.</p> <p>12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</p> |
|---|--|

System of Personnel Administration) 5 C.F.R. 900, Subpart F).

FEMA Form 20-16B

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_  
Federal Standard Assurances



13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
14. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval, changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

FEMA Form 20-16B (BACK)

| <b>DISCLOSURE OF LOBBYING ACTIVITIES</b><br>Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352<br>(See reverse)   |  |   |
|--|--|---|
| 1. Type of Federal Action:<br><br>a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance   | 2. Status of Federal Action:<br><br>a. bid/offer/application<br>b. initial award<br>c. post-award  | 3. Report Type:<br><br>a. initial filing<br>b. material change<br><br>For Material Change Only:<br><br>year    quarter<br><br>date of last report |
| 4. Name and Address of Reporting Entity:<br><br><input type="checkbox"/> Prime <input type="checkbox"/> Subaward<br>Tier                      , if known:<br><br>Congressional District                      , if known:   | 5. If Reporting Entity in No. 4 is Subaward, Enter Name and Address of Prime:<br><br>Congressional District                      , if known: |   |
| 6. Federal Department/Agency:  | 7. Federal Program Name/Description:<br><br>CFDA Number, if applicable:  |   |
| 8. Federal Action Number, if known:  | 9. Award Amount, if known:   |   |
| 10. a. Name and Address of Lobbying Registrant:<br><i>(If individual, last name, first name, MI):</i>  | b. Individual Performing Services (including address if different from No. 10a)<br><i>(last name, first name, MI):</i>                       |   |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____<br><br>Print Name: _____<br><br>Title: _____<br><br>Telephone No.: _____                      Date: _____                   |   |
| <b>Federal Use Only:</b>   |  | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97)  |

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
 CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
 OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." Part 67 and Part 69. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.

*(This form must be attached to certification if non-appropriated funds are to be used to influence activities.)*

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620: A. The applicant certifies that it will continue to provide a drug- free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, City, County, State, Zip code)

Check  if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

FEMA Form 20-16C (BACK)

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_  
Federal Standard Assurances



**State Of Connecticut**  
**Department Of Emergency Management & Homeland Security**  
Division of Strategic Planning & Grant Administration



**Standard Reporting Schedule for Sub-grantees**  
(Revised February 2007)

1. **Financial Reports and Reimbursement Requests** are due either:
  - The first day of each month, or
  - Quarterly, 30 days after the calendar quarter ends

|                                     |                    |
|-------------------------------------|--------------------|
| For the quarter ending March 31     | are due April 30   |
| For the quarter ending June 30      | are due July 30    |
| For the quarter ending September 30 | are due October 31 |
| For the quarter ending December 31  | are due January 31 |
  
2. **Progress Reports** are due quarterly, 30 days after the calendar quarter ends (please see above).
  
3. **Property Inventory Report** is due 30 days after conclusion of the project.



**State Of Connecticut**  
**Department Of Emergency Management & Homeland Security**  
 Division of Strategic Planning & Grant Administration



**Emergency Management Performance Grant Program**  
**Quarterly Progress Report**  
 (Revised December 2008)

Sub-Grant No.:  
 Sub-Grant Title:  
 Sub-Grantee:  
 Address:

Telephone:

Report Date:  
 Report Prepared by:  
 Period Covered: \_\_\_ to  
 Signature:

Project Director or Financial Officer of Record for the Sub-Grantee

1. **Briefly summarize project activities for this quarter. Please include supporting statistical information, for example, the number of staff trained, the number and type of exercises conducted, the number and type of equipment purchased, etc.**
  
2. **Is the project on schedule?**  Yes.  No.  
**If not, why?**
  
3. **Is the project fully staffed?**  Yes.  No.  
**If not, why?**
  
4. **Are there any new approaches or strategies being considered or implemented?**  
 Yes.  No.  
**If so, explain:**



**State of Connecticut**  
**Department of Emergency Management & Homeland Security**  
**Strategic Planning & Grant Administration Unit**



**Reimbursement Request**

(Revised November 2008)  
 (For use by State Agencies and All DEMHS Sub-Grantees)

**This is an electronic form. It must be completed on the computer and then printed for signatures.**

Grantee Name:  
 Remittance Address:

|                       |              |
|-----------------------|--------------|
| <b>DEMHS USE ONLY</b> |              |
| PC1#:                 | EHS99530-11- |
| PO#:                  |              |

FEIN # (Mandatory):  
 Contact Phone Number:  
 Grant Award Number:

**Original Signature is required.  
 Fax copies will not be accepted.**

**For sub-grantees, a separate reimbursement request is required for each project.**

Please select appropriate response from the five (5) required categories below:

- |  |
|--|
| 1. Funding Year: <a href="#">Click Here</a>                            |
| 2. Funding source supporting activity: <a href="#">Click Here</a>      |
| 3. Project best reflecting activity: <a href="#">Click Here</a>        |
| 4. Solution area activity is attributed to: <a href="#">Click Here</a> |
| 5. Discipline area activity benefits: <a href="#">Click Here</a>       |

**Mandatory:** Please describe project activities that were completed for which reimbursement is requested:

|  |
|--|
|  |
|--|

*\*\* If this request is a result of Training, Backfill or Overtime, please refer to the DEMHS Coordinating Council Grant Policy #1, relating to \$200.00 per day limitation and approved ODP class restrictions.*

**Amount seeking reimbursement \$ . Attach required supporting documentation (invoice, proof of payment, packing slips and training cert. (Time & attendance sheets in cases of OT or Backfill reimb.).**

**Mandatory:** Please describe the overall success of your project and/or achievement toward project goals. Be sure to include a statement indicating to what extent the project enhances the emergency management, prevention, response or mitigation capabilities in your jurisdiction.

|  |
|--|
|  |
|--|

Reimbursements will be payable directly to the municipality and mailed to the finance office address on record or the office of the chief elected official.

**Signatures required:**

|  |                                       |      |
|--|---------------------------------------|------|
|  |                                       |      |
| Point of Contact or Sub-Grant Project Director<br>(Sign & Print) | Chief Elected Official<br>(Sign Only) | Date |

**FOR DEMHS USE ONLY – DO NOT COMPLETE BEYOND THIS POINT**

DEMHS Emergency Preparedness Specialist certifies the following:

- This form has been verified to have original signatures
- The FEIN Number is identified as required on the front
- Up to date DEMHS Financial Report is on file has been reviewed
- Up to date DEMHS Progress Report is on file has been reviewed
- If final, a completed DEMHS Inventory Report is on file
- Selected for On-Site Financial Monitoring Visit – Date Scheduled \_\_\_\_\_

|             |                          |
|-------------|--------------------------|
| <b>Date</b> | <b>Signature of EPPS</b> |
|-------------|--------------------------|

| <b>Date</b>          |                     | <b>Grant Unit Manager Approval</b> |            |                | <b>Date to Fiscal Unit</b> |                    | <b>Fiscal Unit Approval &amp; Date of Approval</b> |  |
|----------------------|---------------------|------------------------------------|------------|----------------|----------------------------|--------------------|--|--|
| <i>Business Unit</i> | <i>Fund</i>         | <i>Department</i>                  | <i>SID</i> | <i>Program</i> | <i>Account</i>             | <i>Budget Ref.</i> | <i>Budget Period</i>                               |  |
| EHSM1                | 12060               | 99530                              |            |                |                            |                    | 2009   |  |
| EHSM1                | 12060               | 99530                              |            |                |                            |                    | 2009   |  |
| <i>Project</i>       | <i>Chartfield 1</i> | <i>Chartfield 2</i>                |            | <i>Amount</i>  |                            |                    |  |  |
| EHS-                 |                     |                                    |            |                |                            |                    |  |  |
| EHS-                 |                     |                                    |            |                |                            |                    |  |  |

**Please mail this form to:**  
**(Original signature required - Fax Copies will not be accepted)**

Department of Emergency Management & Homeland Security  
 Attention: Strategic Planning & Grant Administration Unit  
 25 Sigourney Street, 6<sup>th</sup> Floor  
 Hartford, CT 06106-5042





Department of Emergency Management and Homeland Security  
 Division of Strategic Planning and Grant Administration  
 25 Sigourney Street, 6<sup>th</sup> Floor  
 Hartford, CT 06106-5042

**EQUIPMENT/PROPERTY INVENTORY REPORT**

1. Sub-Grantee/Custodial Owner: \_\_\_\_\_ 4. Period of Award: \_\_\_\_\_ to \_\_\_\_\_  
 2. Sub-Grant Number: \_\_\_\_\_ 5. Date of Report: \_\_\_\_\_  
 3. Project Title: \_\_\_\_\_ 6. Preparer: NAME, PHONE \_\_\_\_\_

| 7. Agency ID Number | 8. Purchased From | 9. Description of Item* | 10. Serial Number | 11. Location | 12. Acquisition Cost | 13. Acquisition Date |
|---------------------|-------------------|-------------------------|-------------------|--------------|----------------------|----------------------|
|                     |                   |                         |                   |              |                      |                      |
|                     |                   |                         |                   |              |                      |                      |
|                     |                   |                         |                   |              |                      |                      |
|                     |                   |                         |                   |              |                      |                      |
|                     |                   |                         |                   |              |                      |                      |
|                     |                   |                         |                   |              |                      |                      |
|                     |                   |                         |                   |              |                      |                      |

\* Equipment is defined as assets with a value of \$1,000 or more at the time of acquisition.

15. With the completion of this project, I certify that the property described above will remain in the emergency management and homeland security system for purposes consistent with those objectives authorized for support by the state or for other activities currently or previously supported by a Federal agency. When the property is no longer needed as outlined above, I agree to the following disposition procedures: (1) items with a current per unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency; (2) items with a current per unit fair market value in excess of \$5,000 may be retained or sold, and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment. Seller is also eligible for sale costs; (3) in cases where a grantee or sub-grantee fails to take appropriate disposition actions; the awarding agency may direct the grantee or sub-grantee to take other disposition actions.

Signature: \_\_\_\_\_  
 Project Director or Financial Officer of Record for the Sub-Grantee

\_\_\_\_\_  
 Date

## DIRECTIONS FOR THE PROPERTY INVENTORY REPORT


1. Sub-grantee – municipality, regional planning agency, or state agency.
2. Number on the sub-grant award notice.
3. Short or abbreviated title of the project.
4. Beginning and ending dates of the period of award of the grant, as amended (MM/DD/YYYY).
5. Date this form was completed (MM/DD/YYYY).
6. Name and phone number of the person who prepared this report.
7. Inventory number assigned by implementing agency.
8. Company or person who sold you the equipment. Equipment is defined as assets with a value of \$1,000 or more at the time of acquisition.
9. Description of equipment.
10. Serial number assigned to the equipment by the manufacturer, if applicable.
11. Where the equipment is physically located.
12. The cost of the equipment.
13. Date the equipment was purchased.
14. Signature of Project Director or Financial Officer of Record.

***THIS FEDERALLY REQUIRED FORM MUST BE SUBMITTED AT THE CONCLUSION OF THE GRANT AWARD PERIOD.  
PLEASE FORWARD THE COMPLETED REPORT TO:***

Department of Emergency Management & Homeland Security  
25 Sigourney Street, 6<sup>th</sup> Floor  
Hartford, CT 06106-5042  
Attention: Strategic Planning & Grant Administration

## Memorandum

To: Gregg Schuster, First Selectman

From: John Chaponis, Assessor 

CC:

Date: March 15, 2011

Re: Colchester/Hebron Land Swap

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Attached herewith please find copies of property record cards for the two pieces of property that the Town of Colchester owns that are located within the corporate limits of the Town of Hebron.

One is a 17 acre buffer abutting the town of Colchester Land Fill/Transfer Station and the other is a portion of the airline trail.

Since December 1993, the Hebron Assessor and I have been attempting to trade the airline trail piece owned by Colchester for a piece of land owned by the Town of Hebron, located in Hebron, which directly abuts Colchester's 17 acre piece.

I recommend this land swap for the following reasons which are in no particular order:

1. Owning any properties that directly abuts the Transfer Station increases our buffer and reduces possible liability to the town in the event there were any contamination issues.

Due to contamination in 1998, Colchester had to take 10.08 acres that abutted the Transfer Station via eminent domain and litigation followed to determine the value loss to the abutter. The matter was later settled but the process can be very costly.

2. The trade involves us swapping a 9 acre piece we currently own that is 50 feet wide and 8,000 +/- feet long. It is a portion of the airline trail and has been and continues to be maintained and policed by the town of Hebron at their expense. The piece we would acquire is 9.5 acre piece that is fairly square in shape, landlocked, and likely only has valued to our town.

By passing title to the airline trail piece we can no longer be liable for anything that takes place there. It makes little sense for us to own it, if we are not maintaining it and have no say in how it is being maintained. Any claims could come back to the owner.

3. The town currently owns 17 acres in Hebron that is contiguous to the Transfer Station but adding 9.5 acres on the backside would immediately increase our buffer and decrease liability. Our currently owned 17 acres in Hebron is directly across from the 10.08 acres we acquired in 1998 (see map) via eminent domain due to those issues in that direct area. Increasing our buffer to 26.5 acres at little cost would be a positive proactive move.

Memorandum

To: Gregg Schuster, First Selectman  
From: John Chaponis, Assessor  
Re: Colchester/Hebron Land Swap  
Date: March 15, 2011

5. There is no purchase price cost involved as both parties have agreed to trade one piece for the other. The only costs would be associated with the legal expenses related to drafting an agreement, filing deeds on the land records, etc.

PROPERTY MAP  
TOWN OF HEBRON  
TOLLAND COUNTY, CONNECTICUT  
Buffer Size:



Legend

- Parcel Boundary
- Road Right of Way Boundary
- Paper Street ROW Boundary
- Town Boundary
- Former Parcel Boundary
- Former ROW Boundary
- Large Buildings
- Small Building Centroid
- Paved Road
- Unpaved Road
- Lease Lines
- Streams
- Water Body
- Wetland
- Encumbrance

This map was prepared for the inventory of real property within the Town of Hebron. Lists of this tax map are hereby notified that the public primary information sources, including record deeds and plats, should be consulted for the verification of the information contained on this map. The Town of Hebron and its mapping contractors assume no legal responsibility for the information contained herein.

Base-map building and pavement features were compiled from a 1"=200' scale 2001 base-map provided through a licensing agreement with SBC/SIET.

Updated: January, 2004

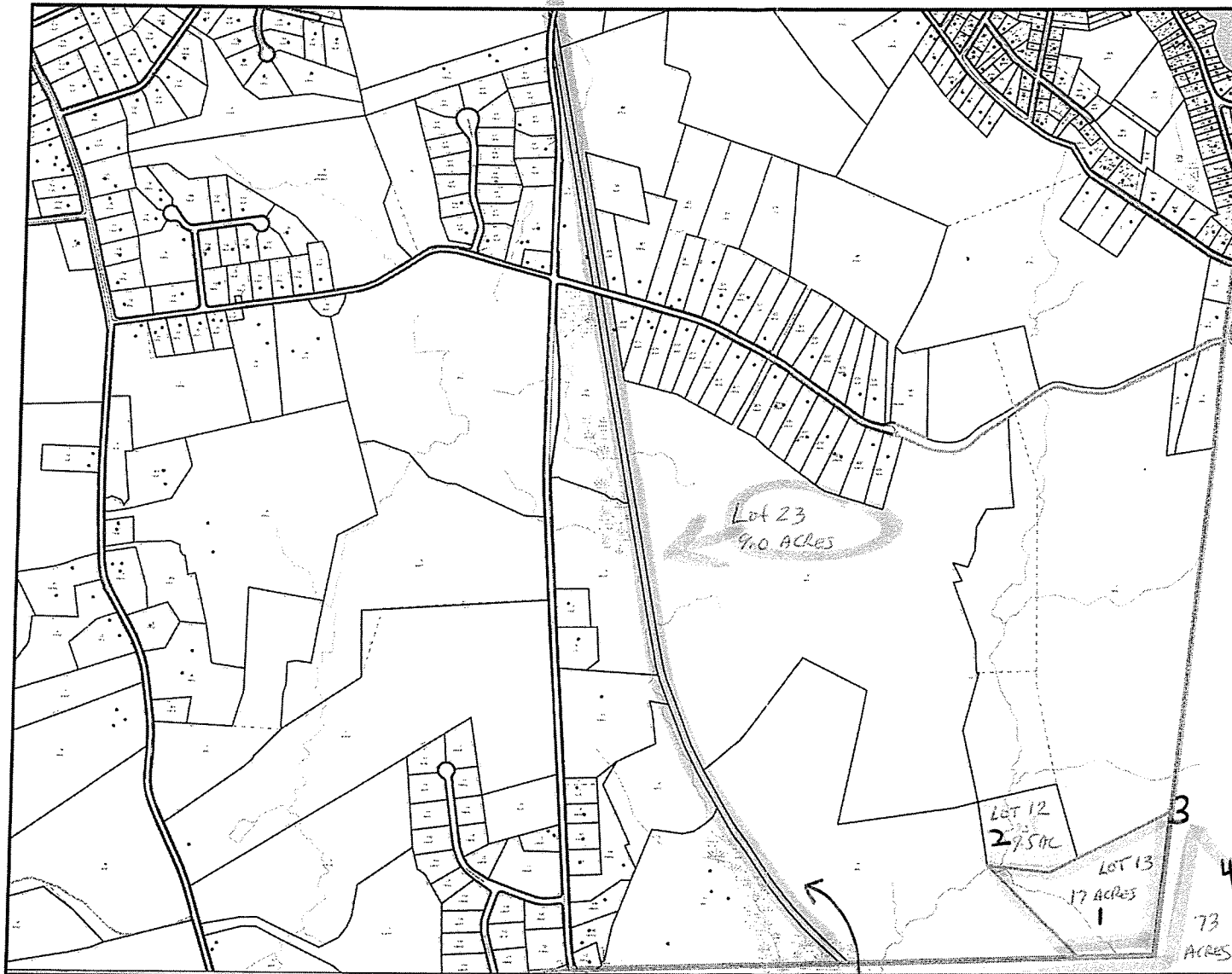


625 312.5 0 625 Feet



1 inch = 799 feet

For Tax Purposes Only  
Not to be used for conveyance



- 1 = Colchester owned land in Hebron (17 AC)
- 2 = Hebron owned land in Hebron (9.5 AC) - (to be deeded to Colchester)
- 3 = Hebron / Colchester TOWN LINE
- 4 = COLCHESTER TRANSFER STATION (73 ACRES)

**TOWN OF HEBRON, CONNECTICUT**

SIDE CARD E-72 OF TOWN TAX CODE: 067 STATE CODE 09 COUNTY CODE 013 HP # PHASE 0 DISTRICT

|   |   |   |                            |   |  |                        |                       |
|---|---|---|----------------------------|---|--|------------------------|-----------------------|
| LOCATION<br>CHURCH ST   | UNIT #  | STREET CODE<br>CHURCH ST  | DEV MAP                    | DEV LOT   | MAP / BLOCK / LOT<br>09 12                                 | ACCOUNT NUMBER<br>3163 | GENSUS TRACT<br>05261 |
| CURRENT OWNER<br>HEBRON TOWN OF<br>15 GILEAD ST<br>HEBRON CT<br>06248-1501  |   |   |                            | VOLUME / PAGE<br>120 / 390  | PURCHASE DATE<br>07/28/1986                                | SALES PRICE            | VALID SALE            |
| PRIOR OWNER INFORMATION<br>SMITH ALLEN K EST<br>SMITH ALLEN K<br>SMITH AMELIA K   |   |   |                            | 114 /568<br>27 /323<br>24 /321  | 05/30/1985<br>05/03/1911<br>03/16/1885                     |                        |                       |
| TYPE  |   | BASEMENT FINISH   |                            | ASSESSMENT BREAKDOWN  |  |                        |                       |
| BUILDING CLASS<br>TYPE<br>DESIGN<br>OCCUPANCY<br>LAND USE CODE  | 9 /<br>0 FAMILY /<br>B<br>VACANT LAND<br>6800 | FINISH AREA<br>SEMI FIN %<br>BASEMENT FINISH QUALITY<br># OF CARS IN BSMT GARAGE<br>BASEMENT ACCESS | S/F AREA<br>WET / LOW BSMT | ASSESSMENT YEAR 2006<br>DESCRIPTION<br>51 VACANT RES. LAND  | CATEGORY X<br>UNIT<br>ACRES<br>ASSESSMENT<br>9.50<br>26600 |                        |                       |
| EXTERIOR  |   | HEATING AND COOLING SYSTEM  |                            | TOTAL ASSESSMENT 26600  |  |                        |                       |
| FOUNDATION<br>BASEMENT FULL PART%<br>EXTERIOR SIDING<br>BRICK / STONE<br>INSULATION<br>EXTERIOR MILLWORK<br>ROOF TYPE<br>DORMER (L.F.)<br>ROOFING<br>PLAIN FIREPLACES<br>DETAILED FIREPLACES<br>HEATING DEPRECIATION<br>CHIMNEY(S)<br>SKYLIGHTS | CRAWL %<br>SLAB%<br>LN HGT                    | HEATING %<br>AIR COND %<br>ATTIC ACCESS   |                            | CONDITION   |  |                        |                       |
| INTERIOR  |   | BUILDING PERMIT - C.O. INFORMATION  |                            | NEIGHBORHOOD  |  |                        |                       |
| INTERIOR MILLWORK<br>% OF INTERIOR FINISH   |   | PERMIT NUMBER   | PERMIT STATUS              | 0<br>YES  |  |                        |                       |
| INTERIOR FINISH   |   |   |                            | REFER ACCT #<br>LAST UPDATE<br>INSPECTION DATE<br>INSPECTOR<br>ENTRY<br>PREVIOUS GROSS ASSESSMENT |  |                        |                       |
| BASEMENT<br>1ST FLOOR<br>2ND FLOOR<br>3RD FLOOR   | WALL FINISH<br>FLOOR FINISH                   | PERCENT COMPLETE  | DATE OF CERTIFICATE        | 12/10/2008<br>PF<br>19950   |  |                        |                       |
| COMMENTS  |   |   |                            | ASSESSMENT HISTORY DATA   |  |                        |                       |
| 42% WETLANDS;<br><i>current taxes 26,600 @ 28.94 = 769.80</i>   |   |   |                            | YEAR GROSS REASON UPDATE<br><i>LOT 12 9.5 AC</i>  |  |                        |                       |

*as lowland 190 x 9.50 = 1805 x 70% = 1260 = 36.50 TO BE DEDUCTED TO Colchester*

TOTAL VALUATION SERVICES LLC

| LIST NUMBER  | 3163 | COST CALCULATIONS |  | DESCRIPTION | AREA | RATE | COST |
|--|------|-------------------|--|-------------|------|------|------|
| <p><b>BUILDING CLASS</b><br/>           REPLACEMENT COST 9 /<br/>           PHYSICAL DEPRECIATION 12 %<br/>           FUNCTIONAL DEPRECIATION 0 %<br/>           BDR 0 % OB 0 % HTG 3 % OK 0 %<br/>           BI 2 % IN 4 % SD 0 % WL 0 % SIZE 0 %<br/>           LOC / OTHER DEPRECIATION 0 %</p> |      |                   |  |             |      |      |      |
| <p><b>FINISHED LIVING AREA</b><br/>           BUILDING VALUATION<br/>           INDICATED BLDG VALUE 0<br/>           INDICATED OUTBDG VALUE 0<br/>           INDICATED LAND VALUE 38000<br/>           TOTAL MARKET VALUE (ROUNDED) 38000</p>   |      |                   |  |             |      |      |      |
| <p><b>LAND CLASSIFICATION</b><br/>           4901 LAND CLASSIFICATION</p>  |      |                   |  |             |      |      |      |
| <p><b>OUTBUILDING VALUATION</b><br/>           TYPE CONSTRUCTION FINISH STORY LGTH WIDTH AREA AGE CONDITION REPLACEMENT PHYS. FUNC. VALUE</p>  |      |                   |  |             |      |      |      |
| <p><b>LAND CLASSIFICATION</b><br/>           4901 LAND CLASSIFICATION</p>  |      |                   |  |             |      |      |      |
| <p>TYPE VALUE<br/>           ZONE R-1 TOTAL ACRES 9.50 SANITATION AND WATER WET LAND % 0</p>   |      |                   |  |             |      |      |      |
| <p>6-1: FARM<br/>           6-2: FOREST<br/>           6-3: OPEN SPACE<br/>           TOTAL 490 LAND<br/>           TOTAL 490 PRICE</p>  |      |                   |  |             |      |      |      |
| <p>HOUSE LOT<br/>           FRONT ACREAGE<br/>           REAR ACREAGE<br/>           OTHER ACREAGE<br/>           TOPOGRAPHY</p>   |      |                   |  |             |      |      |      |
| <p>SIZE LAND UNIT<br/>           LAND TOTAL VALUE: 38000<br/>           FRONTAGE 0.00<br/>           SIZE ADJ 0.70<br/>           TOPO / AMN 0.10<br/>           MARKET VALUE</p>  |      |                   |  |             |      |      |      |

**TOWN OF HEBRON, CONNECTICUT**

|   |   |                          |   |                            |  |   |                       |          |   |    |    |             |       |      |        |  |  |        |  |  |
|---|---|--------------------------|---|----------------------------|--|---|-----------------------|----------|---|----|----|-------------|-------|------|--------|--|--|--------|--|--|
| SIDE CARD E-73  |   | OF                       | TOWN TAX CODE: 067  | STATE CODE 09              | COUNTY CODE 013  | HP #  | PHASE 0               | DISTRICT |   |    |    |             |       |      |        |  |  |        |  |  |
| LOCATION<br>CHURCH ST   | UNIT #  | STREET CODE<br>CHURCH ST | DEV MAP   | DEV LOT                    | MAP / BLOCK / LOT<br>09 13                                 | ACCOUNT NUMBER<br>549   | GENSUS TRACT<br>05261 |          |   |    |    |             |       |      |        |  |  |        |  |  |
| CURRENT OWNER<br>COLCHESTER TOWN OF ACCOUNTING OFFICE<br>127 NORWICH AVE<br>COLCHESTER CT 06415-0000  |   |                          |   | VOLUME / PAGE<br>61 / 609  | PURCHASE DATE<br>10/27/1967                                | SALES PRICE   | VALID SALE            |          |   |    |    |             |       |      |        |  |  |        |  |  |
| PRIOR OWNER INFORMATION   |   |                          |   |                            |  |   |                       |          |   |    |    |             |       |      |        |  |  |        |  |  |
| TYPE  |   |                          | BASEMENT FINISH   |                            |  | ASSESSMENT BREAKDOWN  |                       |          |   |    |    |             |       |      |        |  |  |        |  |  |
| BUILDING CLASS<br>TYPE<br>DESIGN<br>OCCUPANCY<br>LAND USE CODE  | 9 /<br>0 FAMILY /<br>/ B<br>VACANT LAND<br>6720 |                          | FINISH AREA<br>SEMI FIN %<br>BASEMENT FINISH QUALITY<br># OF CARS IN BSMT GARAGE<br>BASEMENT ACCESS | S/F AREA<br>WET / LOW BSMT | ASSESSMENT YEAR 2006<br>DESCRIPTION<br>62 USE ASSMT FOREST | CATEGORY 01<br>UNIT<br>ACRES<br>ASSESSMENT<br>17.00<br>2260   |                       |          |   |    |    |             |       |      |        |  |  |        |  |  |
| EXTERIOR  |   |                          | HEATING AND COOLING SYSTEM  |                            |  | TOTAL ASSESSMENT 2260   |                       |          |   |    |    |             |       |      |        |  |  |        |  |  |
| FOUNDATION<br>BASEMENT FULL PART%<br>EXTERIOR SIDING  | CRAWL %<br>SLAB%<br>-1<br>-2<br>-3              |                          | HEATING %   | AIR COND %                 | CONDITION  |   |                       |          |   |    |    |             |       |      |        |  |  |        |  |  |
| BRICK / STONE<br>INSULATION<br>EXTERIOR MILLWORK<br>ROOF TYPE<br>DORMER (L.F.)<br>ROOFING<br>PLAIN FIREPLACES<br>DETAILED FIREPLACES<br>HEATING DEPRECIATION<br>CHIMNEY(S)<br>SKYLIGHTS | LN  | HGT                      | ATTIC ACCESS  |                            |  | SITE UTILITIES<br>CONDITION / DESIR / UTIL<br>YEAR BUILT<br>RENOVATION YEAR<br>ADDITION YEAR<br>ROAD TYPE |                       |          |   |    |    |             |       |      |        |  |  |        |  |  |
|   |   |                          | PLUMBING  |                            |  | ROOM LAYOUT   |                       |          |   |    |    |             |       |      |        |  |  |        |  |  |
|   |   |                          | FIXTURES  | BATH TYPE                  | FIXTURES   | LAV TYPE  | KIT                   | DR       | LR  | BR | FR | OTHER       | TOTAL | BATH |        |  |  |        |  |  |
| INTERIOR  |   |                          | BUILDING PERMIT - C.O. INFORMATION  |                            |  | NEIGHBORHOOD  |                       |          | REFER ACCT #                                |    |    | LAST UPDATE |       |      |        |  |  |        |  |  |
| INTERIOR MILLWORK<br>% OF INTERIOR FINISH   |   |                          | PERMIT NUMBER   |                            |  | PERMIT STATUS   |                       |          | INSPECTION DATE                             |    |    | INSPECTOR   |       |      |        |  |  |        |  |  |
| INTERIOR FINISH   |   |                          | PERCENT COMPLETE  |                            |  | DATE OF CERTIFICATE   |                       |          | PREVIOUS GROSS ASSESSMENT                   |    |    | PF<br>1900  |       |      |        |  |  |        |  |  |
| WALL FINISH   |   |                          | FLOOR FINISH  |                            |  | ASSESSMENT HISTORY DATA   |                       |          | YEAR  |    |    | GROSS       |       |      | REASON |  |  | UPDATE |  |  |
| BASEMENT<br>1ST FLOOR<br>2ND FLOOR<br>3RD FLOOR   |   |                          |   |                            |  |   |                       |          |   |    |    |             |       |      |        |  |  |        |  |  |
| COMMENTS  |   |                          |   |                            |  |   |                       |          | 12% WETLANDS; REAR ACCESS BACK OF LANDFILL; |    |    |             |       |      |        |  |  |        |  |  |

LOT 13 17 AC

REMAINS W/ COLCHESTER



|                 |       |                |       |                      |      |             |      |                 |       |                   |  |
|-----------------|-------|----------------|-------|----------------------|------|-------------|------|-----------------|-------|-------------------|--|
| TOTAL 490 PRICE |       | TOTAL 490 LAND |       | 6-1: FARM            |      | 6-2: FOREST |      | 6-3: OPEN SPACE |       | TOTAL 490 LAND    |  |
| FRONT ACREAGE   |       | REAR ACREAGE   |       | OTHER ACREAGE        |      | TOPOGRAPHY  |      | LAND UNIT       |       | LAND TOTAL VALUE: |  |
| 9.00            | 20000 | 1.00           | 30000 | 120000               | 0.70 | 0.10        | 0.90 | 18000           | 18000 | 18000             |  |
| SIZE            |       | LAND UNIT      |       | SIZE ADJ             |      | TOPO / AMN  |      | MARKET VALUE    |       |                   |  |
| TOTAL ACRES     |       | ZONE R-1       |       | SANITATION AND WATER |      | WET LAND %  |      | 0               |       |                   |  |

|                |  |                |  |                |  |                |  |                |  |                |  |
|----------------|--|----------------|--|----------------|--|----------------|--|----------------|--|----------------|--|
| LAND VALUATION |  | LAND VALUATION |  | LAND VALUATION |  | LAND VALUATION |  | LAND VALUATION |  | LAND VALUATION |  |
| TYPE           |  | CONSTRUCTION   |  | FINISH         |  | STORY          |  | LGTH           |  | AREA           |  |
| AGE            |  | CONDITION      |  | REPLACEMENT    |  | PHYS.          |  | FUNC.          |  | VALUE          |  |

|                          |  |                              |  |                         |  |             |  |        |  |        |  |
|--------------------------|--|------------------------------|--|-------------------------|--|-------------|--|--------|--|--------|--|
| FINISHED LIVING AREA     |  | TOTAL MARKET VALUE (ROUNDED) |  | 18000                   |  | 18000       |  | 0      |  | 0      |  |
| INDICATED BLDG VALUE     |  | INDICATED OUTBLDG VALUE      |  | INDICATED LAND VALUE    |  | 0           |  | 0      |  | 0      |  |
| LOC / OTHER DEPRECIATION |  | BDR 0 %                      |  | HTG 3 %                 |  | OK 0 %      |  | BI 2 % |  | IN 4 % |  |
| SD 0 %                   |  | WL 0 %                       |  | SIZE 0 %                |  | 0 %         |  | 0 %    |  | 0 %    |  |
| REPLACEMENT COST         |  | PHYSICAL DEPRECIATION        |  | FUNCTIONAL DEPRECIATION |  | 12 %        |  | 0 %    |  | 0 %    |  |
| BUILDING CLASS           |  | 9                            |  | /                       |  | 0           |  | 0      |  | 0      |  |
| LIST NUMBER              |  | 550                          |  | COST CALCULATIONS       |  | DESCRIPTION |  | AREA   |  | RATE   |  |
| COST                     |  | COST                         |  | COST                    |  | COST        |  | COST   |  | COST   |  |

TOWN OF HEBRON, CONNECTICUT

|  |              |                                    |                    |   |               |                            |                             |             |                       |    |       |       |      |
|--|--------------|------------------------------------|--------------------|---|---------------|----------------------------|-----------------------------|-------------|-----------------------|----|-------|-------|------|
| SIDE CARD E-58   |              | OF                                 | TOWN TAX CODE: 067 |   | STATE CODE 09 | COUNTY CODE 013            | HP #                        | PHASE 6     | DISTRICT              |    |       |       |      |
| LOCATION<br>CHURCH ST  | UNIT #       | STREET CODE<br>CHURCH ST           |                    | DEV MAP                                     | DEV LOT       | MAP / BLOCK / LOT<br>10 23 | ACCOUNT NUMBER<br>550       |             | CENSUS TRACT<br>05261 |    |       |       |      |
| CURRENT OWNER<br>COLCHESTER TOWN OF ACCOUNTING OFFICE              |              |                                    |                    | 127 NORWICH AVE<br>COLCHESTER CT 06415-0000 |               | VOLUME / PAGE<br>64 / 318  | PURCHASE DATE<br>10/04/1968 | SALES PRICE | VALID SALE            |    |       |       |      |
| PRIOR OWNER INFORMATION  |              |                                    |                    |   |               |                            |                             |             |                       |    |       |       |      |
| TYPE   |              | BASEMENT FINISH                    |                    |   |               | ASSESSMENT BREAKDOWN       |                             |             |                       |    |       |       |      |
| BUILDING CLASS   | 9 /          | FINISH AREA                        |                    | S/F AREA                                    |               | ASSESSMENT YEAR 2006       |                             | CATEGORY 01 |                       |    |       |       |      |
| TYPE   | 0 FAMILY / / | SEMI FIN %                         |                    | WET / LOW BSMT                              |               | DESCRIPTION                |                             | UNIT        | ACRES                 |    |       |       |      |
| DESIGN   |              | BASEMENT FINISH QUALITY            |                    |   |               | 51 VACANT RES. LAND        |                             | 9.00        | 12600                 |    |       |       |      |
| OCCUPANCY  | VACANT LAND  | # OF CARS IN BSMT GARAGE           |                    |   |               |                            |                             |             |                       |    |       |       |      |
| LAND USE CODE  | 6710         | BASEMENT ACCESS                    |                    |   |               |                            |                             |             |                       |    |       |       |      |
| EXTERIOR   |              | HEATING AND COOLING SYSTEM         |                    |   |               | TOTAL ASSESSMENT 12600     |                             |             |                       |    |       |       |      |
| FOUNDATION   |              |                                    |                    |   |               | CONDITION                  |                             |             |                       |    |       |       |      |
| BASEMENT FULL  | CRAWL %      |                                    |                    |   |               | SITE UTILITIES             |                             |             |                       |    |       |       |      |
| PART%  | SLAB%        |                                    |                    |   |               | CONDITION / DESIR / UTIL   |                             |             |                       |    |       |       |      |
| EXTERIOR SIDING  | -1           | HEATING %                          |                    | AIR COND %                                  |               | YEAR BUILT                 |                             |             |                       |    |       |       |      |
|  | -2           | ATTIC ACCESS                       |                    |   |               | RENOVATION YEAR            |                             |             |                       |    |       |       |      |
|  | -3           | ATTIC ACCESS                       |                    |   |               | ADDITION YEAR              |                             |             |                       |    |       |       |      |
| BRICK / STONE  | LN HGT       | PLUMBING                           |                    |   |               | ROOM LAYOUT                |                             |             |                       |    |       |       |      |
| INSULATION   |              | FIXTURES                           | BATH TYPE          | FIXTURES                                    | LAV TYPE      | KIT                        | DR                          | LR          | BR                    | FR | OTHER | TOTAL | BATH |
| EXTERIOR MILLWORK  |              |                                    |                    |   |               |                            |                             |             |                       |    |       |       |      |
| ROOF TYPE  |              |                                    |                    |   |               |                            |                             |             |                       |    |       |       |      |
| DORMER (L.F.)  |              |                                    |                    |   |               |                            |                             |             |                       |    |       |       |      |
| ROOFING  |              |                                    |                    |   |               |                            |                             |             |                       |    |       |       |      |
| PLAIN FIREPLACES   |              |                                    |                    |   |               |                            |                             |             |                       |    |       |       |      |
| DETAILED FIREPLACES  |              |                                    |                    |   |               |                            |                             |             |                       |    |       |       |      |
| HEATING DEPRECIATION   |              |                                    |                    |   |               |                            |                             |             |                       |    |       |       |      |
| CHIMNEY(S)   |              |                                    |                    |   |               |                            |                             |             |                       |    |       |       |      |
| SKYLIGHTS  |              |                                    |                    |   |               |                            |                             |             |                       |    |       |       |      |
| INTERIOR   |              | BUILDING PERMIT - C.O. INFORMATION |                    |   |               | NEIGHBORHOOD               |                             |             |                       |    |       |       |      |
| INTERIOR MILLWORK  |              |                                    |                    |   |               | 0                          |                             |             |                       |    |       |       |      |
| % OF INTERIOR FINISH   |              | PERMIT NUMBER                      |                    | PERMIT STATUS                               |               | REFER ACCT #               |                             |             |                       |    |       |       |      |
| INTERIOR FINISH  |              |                                    |                    |   |               | LAST UPDATE                |                             |             |                       |    |       |       |      |
| WALL FINISH  | FLOOR FINISH |                                    |                    |   |               | 02/05/2007                 |                             |             |                       |    |       |       |      |
| BASEMENT   |              |                                    |                    |   |               | INSPECTION DATE            |                             |             |                       |    |       |       |      |
| 1ST FLOOR  |              |                                    |                    |   |               | INSPECTOR                  |                             |             |                       |    |       |       |      |
| 2ND FLOOR  |              |                                    |                    |   |               | ENTRY                      |                             |             |                       |    |       |       |      |
| 3RD FLOOR  |              |                                    |                    |   |               | PREVIOUS GROSS ASSESSMENT  |                             |             |                       |    |       |       |      |
|  |              | PERCENT COMPLETE                   |                    | DATE OF CERTIFICATE                         |               | PF                         |                             |             |                       |    |       |       |      |
|  |              |                                    |                    |   |               | 9450                       |                             |             |                       |    |       |       |      |
| ASSESSMENT HISTORY DATA  |              |                                    |                    |   |               |                            |                             |             |                       |    |       |       |      |
|  |              | YEAR                               | GROSS              | REASON                                      | UPDATE        |                            |                             |             |                       |    |       |       |      |
| COMMENTS   |              |                                    |                    |   |               |                            |                             |             |                       |    |       |       |      |
| 50' R.R. ROW:<br><i>current taxes @ 12,000 @ 28.94 = \$ 364.64</i> |              |                                    |                    |   |               |                            |                             |             |                       |    |       |       |      |

LOT 23 9.0 AC

AIRLINE TRAIL

TO BE DEEDED TO HEBRON

TOTAL VALUATION SERVICES LLC

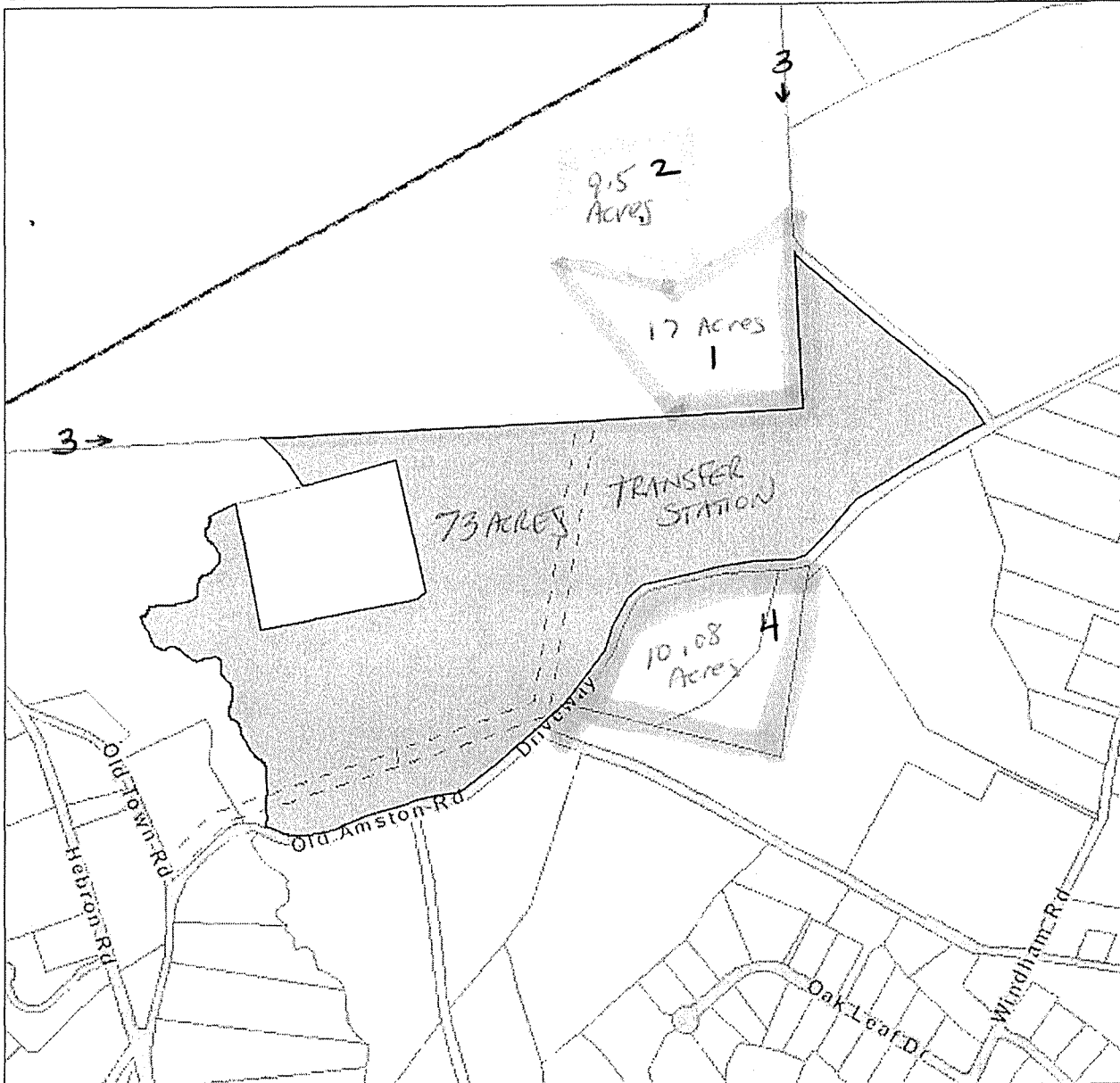
| LIST NUMBER                          |  | COST CALCULATIONS |  | DESCRIPTION |  | AREA |  | RATE |  | COST |  |
|--------------------------------------|--|-------------------|--|-------------|--|------|--|------|--|------|--|
| 549                                  |  |                   |  |             |  |      |  |      |  |      |  |
| BUILDING CLASS                       |  |                   |  |             |  |      |  |      |  |      |  |
| REPLACEMENT COST                     |  |                   |  |             |  |      |  |      |  |      |  |
| PHYSICAL DEPRECIATION                |  |                   |  |             |  |      |  |      |  |      |  |
| FUNCTIONAL DEPRECIATION              |  |                   |  |             |  |      |  |      |  |      |  |
| BDR 0 % OB 0 % HTG 3 % OK 0 %        |  |                   |  |             |  |      |  |      |  |      |  |
| BI 2 % IN 4 % SD 0 % WL 0 % SIZE 0 % |  |                   |  |             |  |      |  |      |  |      |  |
| LOC / OTHER DEPRECIATION             |  |                   |  |             |  |      |  |      |  |      |  |
| INDICATED BLDG VALUE                 |  |                   |  |             |  |      |  |      |  |      |  |
| INDICATED OUTBDG VALUE               |  |                   |  |             |  |      |  |      |  |      |  |
| INDICATED LAND VALUE                 |  |                   |  |             |  |      |  |      |  |      |  |
| TOTAL MARKET VALUE (ROUNDED)         |  |                   |  |             |  |      |  |      |  |      |  |
| 3200                                 |  |                   |  |             |  |      |  |      |  |      |  |
| FINISHED LIVING AREA                 |  |                   |  |             |  |      |  |      |  |      |  |
| TYPE                                 |  |                   |  |             |  |      |  |      |  |      |  |
| CONSTRUCTION                         |  |                   |  |             |  |      |  |      |  |      |  |
| FINISH                               |  |                   |  |             |  |      |  |      |  |      |  |
| STORY                                |  |                   |  |             |  |      |  |      |  |      |  |
| LGTH                                 |  |                   |  |             |  |      |  |      |  |      |  |
| WDTH                                 |  |                   |  |             |  |      |  |      |  |      |  |
| AREA                                 |  |                   |  |             |  |      |  |      |  |      |  |
| AGE                                  |  |                   |  |             |  |      |  |      |  |      |  |
| CONDITION                            |  |                   |  |             |  |      |  |      |  |      |  |
| REPLACEMENT                          |  |                   |  |             |  |      |  |      |  |      |  |
| PHYS.                                |  |                   |  |             |  |      |  |      |  |      |  |
| FUNC.                                |  |                   |  |             |  |      |  |      |  |      |  |
| VALUE                                |  |                   |  |             |  |      |  |      |  |      |  |
| 490 LAND CLASSIFICATION              |  |                   |  |             |  |      |  |      |  |      |  |
| LAND VALUATION                       |  |                   |  |             |  |      |  |      |  |      |  |
| ZONE R-1                             |  |                   |  |             |  |      |  |      |  |      |  |
| TOTAL ACRES                          |  |                   |  |             |  |      |  |      |  |      |  |
| 17.00                                |  |                   |  |             |  |      |  |      |  |      |  |
| SANITATION AND WATER                 |  |                   |  |             |  |      |  |      |  |      |  |
| WET LAND %                           |  |                   |  |             |  |      |  |      |  |      |  |
| 0                                    |  |                   |  |             |  |      |  |      |  |      |  |
| TYPE                                 |  |                   |  |             |  |      |  |      |  |      |  |
| VALUE                                |  |                   |  |             |  |      |  |      |  |      |  |
| 6-1: FARM                            |  |                   |  |             |  |      |  |      |  |      |  |
| 6-2: FOREST                          |  |                   |  |             |  |      |  |      |  |      |  |
| 6-3: OPEN SPACE                      |  |                   |  |             |  |      |  |      |  |      |  |
| TOTAL 490 LAND                       |  |                   |  |             |  |      |  |      |  |      |  |
| 17.00                                |  |                   |  |             |  |      |  |      |  |      |  |
| 3230.00                              |  |                   |  |             |  |      |  |      |  |      |  |
| HOUSE LOT                            |  |                   |  |             |  |      |  |      |  |      |  |
| FRONT ACREAGE                        |  |                   |  |             |  |      |  |      |  |      |  |
| 30000                                |  |                   |  |             |  |      |  |      |  |      |  |
| REAR ACREAGE                         |  |                   |  |             |  |      |  |      |  |      |  |
| 20000                                |  |                   |  |             |  |      |  |      |  |      |  |
| OTHER ACREAGE                        |  |                   |  |             |  |      |  |      |  |      |  |
| 17.00                                |  |                   |  |             |  |      |  |      |  |      |  |
| WOODED                               |  |                   |  |             |  |      |  |      |  |      |  |
| FRONTAGE                             |  |                   |  |             |  |      |  |      |  |      |  |
| 0.00                                 |  |                   |  |             |  |      |  |      |  |      |  |
| LAND TOTAL VALUE:                    |  |                   |  |             |  |      |  |      |  |      |  |
| 76500                                |  |                   |  |             |  |      |  |      |  |      |  |
| TOTAL 490 PRICE                      |  |                   |  |             |  |      |  |      |  |      |  |
| 3230.00                              |  |                   |  |             |  |      |  |      |  |      |  |

# Town of Colchester

Geographic Information System (GIS)



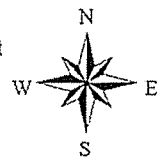
Date Printed: 3/15/2011



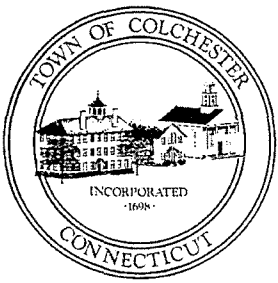
**MAP DISCLAIMER - NOTICE OF LIABILITY**

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Colchester and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 800 feet



- 1 = Colchester owned land in Hebron (17 AC)
- 2 = Hebron owned land in Hebron (9.5 AC) (TO BE DEEDED TO COLCHESTER)
- 3 = HEBRON/ COLCHESTER TOWN LINE
- 4 = COLCHESTER OWNED LAND (10.08 AC TAKEN IN '98 VIA EMINENT DOMAIN)



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

April 6, 2011

TO: Gregg Schuster

FROM: Greg Plunkett

RE: Donor for Life Flag

At its meeting on April 4, 2011 the Colchester Parks and Recreation Commission voted to recommend to the Board of Selectmen the request made by Peter Kupczak to fly the Donate Life America's *Flags Across America* flag at Town Hall. The Commission approved the flag to be flown from April 17 through April 30, 2011. These donor for life flags are flow across the country during the month of April.

I have attached a copy of the minutes from the Parks and Recreation Commission meeting from last Monday.

Colchester Parks & Recreation Commission

April 4, 2011

Town Hall

7:00 p.m.

Members Present: S. O'Leary, E. Kundahl, L. Dimock, J. Barr, L. Stephenson and N. Kaplan.

Members Absent: M. Kennedy, C. Williams, C. Ferrante and A. Spranzo

Others Present: Greg Plunkett, Interim Parks and Recreation Director, Greg Cordova, BOS Liaison, John Blakley, Colchester Youth Football, David Dander, Donald Camp, Peter Kupczak, and Ryan Blessing

1. **Call to Order:** Chairman O'Leary called the meeting to order at 7:01 p.m.
2. **Citizen's Comments:** None
3. **Acceptance of the March 7<sup>th</sup>, 2011 Regular Meeting Minutes:** N. Kaplan motioned to approve the minutes of the March 7<sup>th</sup>, 2011 meeting with the following corrections: delete the second occurrence of "the same" in the last sentence of the finance/admin committee report, in item #9 Director's Report, change the date of the Spring Clean-up to April 9<sup>th</sup> and change "He" in the fourth sentence to "The" ice cream... . Motion seconded by E. Kundahl. All members present voted in favor. **MOTION CARRIED.**
4. **Reading of Correspondence:** None
5. **Committee Reports:**
  - **Facilities:** No report
  - **Finance/Administration:** No report
  - **Programs:** G. Plunkett reported that Marty Gordon could not be present but that M. Gordon has spoken to several people concerning lighting the large tree as well as raising money for the lights. Chairman O'Leary recommended that M. Gordon come to the next meeting so the commission can formally set up a sub-committee. G. Plunkett will check with the BOS to see if there are any requirements involved with raising money.
  - **BOS Liaison:** G. Cordova reported they continue to work on the budget.
  - **BOF Liaison:** Not Present
  - **BOE Liaison:** Not Present
  - **Senior Center Study Group:** J. Barr reported that the study group has finalized their formal report and it will be presented to the BOS. The report recommends the Senior Center become part of the renovations proposed to take place at WJMS and that a study group member remains involved with the process.
  - **Holiday Decorating/Christmas Tree:** Report given under Programs Committee.

E. Kundahl motioned to accept all committee reports, seconded by L. Stephenson. All members present voted in favor. **MOTION CARRIED.**
6. **Discussion and Possible Action on Ice Cream Bids for Summer Concert Series:** G. Plunkett reported that two vendors submitted bids, New England Soft Serve and Scotties Frozen Custard LLC. G. Plunkett feels the bid from New England Soft Serve is more attractive to the town, therefore he recommends we accept the bid from them. J. Barr motioned to recommend to the BOS that New England Soft Serve be awarded the contract to sell ice cream at the summer concerts, seconded by N. Kaplan. All members present voted in favor. **MOTION CARRIED.**
7. **Discussion and Possible Action on Donor for Life Flag:** The Town Hall Flag Policy was reviewed. P. Kupczak presented a proposal to fly a Donate Life America's Flags Across America flag during the month of April in front of the Town Hall to raise awareness for the need for organ donors. The flag is usually raised on April 1<sup>st</sup> each year in many locations across the nation. P. Kupczak requested the flag be flown for at least 3 days or longer if possible. There would be a small ceremony with local organ donors and organ recipients, newspaper reporters and additional family members. P. Kupczak will provide the flag and organize the small ceremony. J. Barr offered to contact the group responsible for the POW flag to explain the temporary flag change. N. Kaplan motioned to recommend to the BOS that P. Kupczak's request be honored and fly the Donate Life America's Flags Across America flag in front of the Town Hall for two weeks, beginning April 17<sup>th</sup> and ending April 30<sup>th</sup>, seconded by J. Barr. All members present voted in favor. **MOTION CARRIED.** G.

2011 APR -6 PM 8:23  
RECEIVED  
TOWN HALL

Plunkett will send a formal request to the BOS so that it can be added to the agenda for the next BOS meeting on April 7<sup>th</sup>.

8. **Discussion and Possible Action on Sport League Endorsement Application:** G. Plunkett reported that one Sport League Endorsement Application was received from Colchester Baseball Softball League. E. Kundahl motioned to accept the endorsement application from Colchester Baseball Softball League, seconded by L. Stephenson. All members present voted in favor. **MOTION CARRIED.**
9. **Discussion and Possible Action Light Codes for Field Use:** G. Plunkett suggested wiping out the codes used to activate the lights at the fields at the Recplex and assigning new codes to all users. The codes have not been changed for several years and many of the existing codes were not used last year. All members of the commission agreed with the decision. The codes will be changed this week.
10. **Director's Report:** G. Plunkett reported that the fields will be open tomorrow, April 5<sup>th</sup> and an announcement will be made. The Spring Clean-up is ready to go this Saturday, April 9<sup>th</sup>, Hershey Track is scheduled for May 26<sup>th</sup>, the music and main sponsor for summer concerts are set. Liberty Bank will be the stage sponsor for 57 Fest and the fireworks have been confirmed. Colchester Baseball Softball League expressed interest in getting water and electricity to R5 and R6. It has been approved by the Building Department and the Water Department, now it is up to the leagues to finance it. S. O'Leary had received reports that the fields were being used prior to being opened by the Parks & Rec Department. It was Bacon Lacrosse using the field and they had permission. S. O'Leary suggested inviting all the heads of the leagues to our next Parks & Rec meeting so they can meet each other and exchange contact information. This may help foster a better relation between the leagues. L. Stephenson motioned to approve the director's report as presented, E. Kundahl seconded the motion. All members present voted in favor. **MOTION CARRIED.**
11. **Recreation Supervisor's Report (Quarterly):** None
12. **General Comments:** Donald Camp asked if he could obtain a schedule for the Cody Camp field, named for his son. He hoped to go to the field on Sunday with some family and close friends in celebration of Cody's birthday. S. O'Leary will speak to CBSL to obtain a schedule and also make them aware of the intended celebration so that nothing is schedule on the field. D. Camp also inquired about the repairs and upkeep of the field. G. Plunkett reported that there was still money left in the foundation and he has been in contact with B. McGovern to address the needs of the field. E. Kundahl reported that a walk through need to be scheduled for the fields. G. Plunkett agreed.
13. **Adjournment:** E. Kundahl motioned to adjourn the meeting, L. Stephenson seconded the motion. All members present voted in favor. **MOTION CARRIED.** Chairman O'Leary adjourned the meeting at 7:47 p.m.

Respectfully submitted,  
Lynette Dimock  
Parks & Recreation Secretary





Gregg Schuster




First Selectman

## MEMORANDUM

**To:** Board of Selectmen

**Cc:**

**From :** Gregg Schuster, First Selectman 

**Date:** 4/4/11

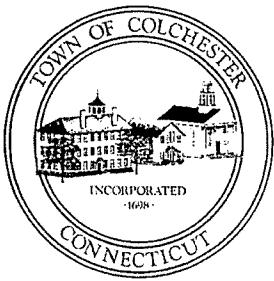
**Re:** Public Works Director Hiring Recommendation

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After a thorough search, I am recommending the town hire James Paggioli as our Public Works Director. His salary would be \$78,000 per year with the existing non-union benefits package. This is with the understanding that he would not be eligible for an increase until 7/1/12.

**Recommended Motion – “Move to authorize the First Selectman to hire James Paggioli as Public Works Director.”**





# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415


---

Gregg Schuster, First Selectman

## MEMORANDUM

**To:** Board of Selectmen

**Cc:**

**From :** Gregg Schuster, First Selectman 

**Date:** 04/07/11

**Re:** Memorandum of Agreement with MEUI Local 506, SEUI, AFL-CIO, CLC

---

The attached memorandum of agreement was developed between the Town and the Union due to a special circumstance whereby a Town employee has already used 10 out of 12 weeks of Family and Medical Leave and is now requesting another 10 weeks of leave within the same 12-month period for medical reasons (the maximum allowed leave under FMLA within a 12-month period is 12 weeks). The employee previously used paid time-off concurrently with FMLA during their previous absence, as is Town policy, and still has 26 days (or about 5 weeks) remaining in accrued paid-leave.

While the two remaining weeks of FMLA have been approved and will be applied to the employee's leave, as will the five weeks of PTO, the employee will not have protected leave for the remainder of this leave request. Unpaid leave is not covered under our existing agreement so an agreement was requested between the Union and the Town to establish that by agreeing to this additional leave request, it does not set a precedent for future leave requests by employees of this union.

### Recommended Action:

Move to approve the Memorandum of Agreement between the Town of Colchester and MEUI, Local 506, SEUI, AFL-CIO, CLC, and authorize the First Selectman to sign any and all necessary documents.

# DRAFT

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Town of Colchester ("Town") and the Municipal Employees Union Independent ("MEUI"), Local 506, SEIU, AFL-CIO, CLC ("Union").

**WHEREAS**, the Town and the Union are parties to a collective bargaining agreement covering the period of July 1, 2010 - June 30, 2013; and

**WHEREAS**, Walter Trecarten is a member of the bargaining unit represented by the Union; and

**WHEREAS**, Mr. Trecarten utilized ten (10) of his twelve (12) weeks of Family and Medical Leave during the period of July through October, 2010; and

**WHEREAS**, Mr. Trecarten wishes to have elective surgery which will require him to miss ten (10) additional weeks of work beginning on April 26, 2011; and

**WHEREAS**, Mr. Trecarten has accrued twenty-six (26) days of paid-leave which will be paid during the first twenty-six (26) business days of his leave and so he is requesting an additional five (5) weeks without pay during the 2010-2011 fiscal year.

**NOW THEREFORE**, the parties hereby agree as follows:

1. The Town agrees to allow Mr. Trecarten up to five (5) weeks of leave without pay following his exhaustion of his accrued paid-leave due to his elective surgery which will require him to be out of work beginning April 26, 2011.
2. The parties have entered into this agreement on a non-precedent setting basis.
3. All of the terms of the parties' collective bargaining agreement covering the period of July 1, 2010 through June 30, 2013 shall remain in effect with regard to Mr. Trecarten's absence commencing April 26, 2011.

The parties have reached this agreement as of this \_\_\_\_\_ day of April, 2011.

\_\_\_\_\_  
Town of Colchester

\_\_\_\_\_  
Union President  
Municipal Employees Union Independent  
("MEUI"), Local 506, SEIU, AFL-CIO, CLC