

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

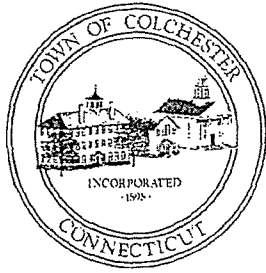
Board of Selectmen Regular Meeting Agenda Thursday, June 16, 2011 Colchester Town Hall

Meeting Room 1 – 7:00pm

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the June 2, 2011 Regular Board of Selectmen meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Sewer & Water Commission. Member re-appointment to the Sewer & Water Commission to a three-year term to expire 6/30/2014.
Tom Tripodi to be interviewed.
 - b. Commission on Aging. Discussion and possible appointment of Marilyn Finnigan as an alternate to the Commission on Aging for a term to expire 12/01/11.
6. Budget Transfers
7. Tax Refunds & Rebates
8. Discussion and Possible Action on Ordinances
9. Discussion and Possible Action on the Formation of a Building Committee
10. Discussion and Possible Action on STEAP Grant Application
11. Discussion and Possible Action on Contract with the Nature Conservancy
12. Discussion and Possible Action on Cragin Library Telephone Contract
13. Discussion and Possible Action on Elevator Maintenance Contract
14. Discussion and Possible Action on Fire Alarm Service Contract
15. Discussion and Possible Action on Fire Extinguisher and Exhaust Hood Service Contract
16. Discussion and Possible Action on Generator Service and Repair Contract
17. Discussion and Possible Action on Heating/HVAC Service Contract
18. Discussion and Possible Action on Security System Service and Monitoring Contract

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19. Discussion and Possible Action on Sprinkler System Service Contract
20. Citizen's Comments
21. First Selectman's Report
22. Liaison Report
23. Executive Session to Discussion Employee Hardship Withdrawal
24. Discussion and Possible Action Employee Hardship Withdrawal Request
25. Executive Session to Discuss non-Union Employee Performance and Merit Increases
26. Discussion and Possible Action on non-Union Employee Performance and Merit Increases
27. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Regular Meeting Minutes Thursday, June 2, 2011 Colchester Town Hall

Meeting Room 1 – 7:00pm

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

MEMBERS ABSENT: Selectman Rosemary Coyle

OTHERS PRESENT: Derrik Kennedy, Jim Paggioli, Nancy Bray, Adam Turner, Ryan Blessing, and other citizens.

1. **Call to Order**
G. Schuster called the meeting to order at 7:00 p.m.
2. **Additions to the Agenda**
None.
3. **Approve Minutes of the May 19, 2011 Regular Board of Selectmen meeting**
S. Soby moved to approve the minutes of the May 19, 2011 Regular Board of Selectmen meeting, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
4. **Citizen's Comments**
None.
5. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
 - a. **Sewer & Water Commission. Member re-appointment to the Sewer & Water Commission to a three-year term to expire 6/30/2014.**
Tom Tripodi was absent.
 - c. **Commission on Aging. Member or Alternate Appointment to the Commission on Aging for a term to be designated dependent on appointment. Goldie Liverant to be interviewed.**
Goldie Liverant was interviewed.
 - d. **Commission on Aging. Member or Alternate Appointment to the Commission on Aging for a term to be designated dependent on appointment. Marilyn Finnigan to be interviewed.**
Marilyn Finnigan was interviewed.
 - e. **Commission on Aging. Discussion and Possible Appointment of Herb Davis, Goldie Liverant, Rob Gustafson, or Marilyn Finnigan to the Commission on Aging**
 - a. Two Open Member Positions; expiring 12/31/11 and 12/31/13
 - b. Two Open Alternate Positions; expiring 12/01/11 and 12/01/12

Selectman Coyle's comments were read aloud regarding her recommendations for appointment to the Commission on Aging.

J. Ford moved to appoint Goldie Liverant as a member to the Commission on Aging for a term to expire 12/31/2013 and Rob Gustafson as a member to the Commission on Aging for a term to expire 12/31/2011, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

G. Cordova moved to appoint Herb Davis as an alternate to the Commission on Aging for a term to expire 12/01/2012, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

b. Sewer & Water Commission. Member re-appointment to the Sewer & Water Commission to a three-year term to expire 6/30/2014.

S. Soby moved to re-appoint Ron Silberman to the Sewer & Water Commission for a three-year term to expire 6/30/2014, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

6. Budget Transfers

S. Soby moved to approve the budget transfer of \$3,000 from "Police – Regular Payroll (12101-40101)" to "Police – Uniform Purchase (12101-42324)," seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

7. Tax Refunds & Rebates

G. Cordova moved to approve the tax refunds of \$111.90 to Patrick & Coleen Reavey and \$3,917.94 to EAN Holdings, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

8. Discussion and Possible Adoption of A Resolution Concerning African American Revolutionary War Patriots of Colchester, Connecticut and the Proposed National Liberty Memorial

S. Soby moved to approve the resolution concerning African-American Revolutionary War Patriots of Colchester, Connecticut and the Proposed National Liberty Memorial and attach to the minutes, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

9. Discussion and Possible Action on Contract for Portal Services

G. Cordova moved to approve the addendum to the original contract dated Dec. 4, 2008, between the Town of Colchester and Cott Systems, Inc. regarding portal services and authorize the First Selectman to sign all necessary documents, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

10. Discussion and Possible Action of Refinancing of 2002 Bond Issue

S. Soby moved to approve the attached resolution prepared by Day Pitney authorizing the issuance of not exceeding \$3,000,000 Refunding bonds for payment in whole or in part of the outstanding principal of and interest and any call premium on the Town of Colchester's \$5,985,000 General Obligation Bonds, Issue of 2002, and costs related thereto, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

11. Discussion and Possible Action on CTIP Application for Wellness Center on Hayward Road

J. Ford moved to approve the CTIP application for a Wellness Center at 11 Hayward Road, as recommended by the Economic Development Commission, and to forward it to a Town Meeting to take place at 7:00 p.m. on June 29, 2011, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

12. **Discussion and Possible Action on Recreation Manager Job Description**
S. Soby moved to approve the job description of the Recreation Manager as recommended by the First Selectman, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
13. **Discussion and Possible Action on Hiring Policy Update**
J. Ford moved to approve the Hiring Policy, as amended to state in Section 2.3, "At either of it's next two meetings following such hiring or dismissal notification to an employee, the Board of Selectmen, by majority vote, may request a review of the decision to hire or dismiss and make a recommendation to the First Selectman," and update the "Department Head" list, and to update the Town Policy Manual, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
14. **Discussion and Possible Action on Proposed Ordinances**
No action taken.
15. **Citizen's Comments**
K. Nicolas commented on public nuisance of animals.
16. **First Selectman's Report**
First Selectman G. Schuster reported that based on the rules and powers set forth in the Town Charter for the Board of Selectmen regulate that the Board can only establish an ad-hoc board or commission if the formation of such board or commission is for one year or less. With regards to a building committee, which will be needed for over one year, needs to go to a Town Meeting for approval. Also, elected officials cannot serve on the building committee. Secondly, with regards to the State budget, it has been secured that the remaining \$400 million gap in the governor's budget will not come out of municipal aid, contingent upon state unions accepting the proposed concession deal. However, the Town is slated to receive revenues that were not budgeted for from the re-establishment of the Machine and Manufacturing Equipment grant and the Property Tax Relief grant. Lastly, the Elderly Tax Relief ordinance expires in 2012 and will need to be analyzed and re-codified, if desired.
17. **Liaison Report**
S. Soby reported that the Police Commission has discussed their desire to pass on new uniforms, they are continuing to update the Department's Rules and Regulations, and they have been addressing questions about equipment.
18. **Adjourn**
G. Cordova moved to adjourn at 8:16 p.m., seconded by S. Soby. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrick M. Kennedy
Executive Assistant to the First Selectman

Attachment:

- Resolution authorizing the issuance of not exceeding \$3,000,000 Refunding bonds for payment in whole or in part of the outstanding principal of and interest and any call premium on the Town of Colchester's \$5,985,000 General Obligation Bonds, Issue of 2002, and costs related thereto
- Selectman Coyle's recommendations for Commission on Aging Appointments

RESOLUTION OF BOARD OF SELECTMEN AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$3,000,000 REFUNDING BONDS FOR PAYMENT IN WHOLE OR IN PART OF THE OUTSTANDING PRINCIPAL OF AND INTEREST AND ANY CALL PREMIUM ON THE TOWN OF COLCHESTER'S \$5,985,000 GENERAL OBLIGATION BONDS, ISSUE OF 2002, AND COSTS RELATED THERETO

RESOLVED,

(a) That the Town of Colchester issue its refunding bonds, in an amount not to exceed THREE MILLION DOLLARS (\$3,000,000), the proceeds of which are hereby appropriated: (1) to fund one or more escrows, the balance held in such escrows, together with the investment earnings thereon, to be applied by the Town to the payment in whole or in part, as to be determined by the Selectmen, or a majority of them, and the Treasurer, of the outstanding principal of and interest and any call premium on the Town's \$5,985,000 General Obligation Bonds, Issue of 2002 (consisting at original issue of \$985,000 General Purpose Bonds and \$5,000,000 School Bonds), including the payment of interest accrued on said outstanding bonds to the date of payment, and (2) to pay costs of issuance of the refunding bonds authorized hereby, including legal fees, consultants' fees, trustee or escrow agent fees, underwriters' fees, net interest and other financing costs and other costs related to the payment of the outstanding bonds described above. The refunding bonds shall be issued pursuant to Section 7-370c of the General Statutes of Connecticut, Revision of 1958, as amended, and any other enabling acts. The bonds shall be general obligations of the Town secured by the irrevocable pledge of the full faith and credit of the Town. The Treasurer shall keep a record of the bonds and notes. The Selectmen, or a majority of them, and the Treasurer are authorized to determine the amount, date, interest rates, maturities, redemption provisions, form and other details of the bonds or notes; to designate a bank or trust company to be certifying bank, registrar, transfer agent and paying agent for the bonds or notes; to designate the persons to sign such bonds or notes by their manual or facsimile signatures in the name or on behalf of the Town; to designate a law firm to approve the legality of the bonds or notes; to designate a financial advisor to the Town in connection with the sale of the bonds; to sell the bonds or notes at public or private sale; to deliver the bonds or notes; and to perform all other acts which are necessary or appropriate to issue the bonds or notes.

(b) That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that costs of the refunding may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the refunding. The Selectmen, or a majority of them, and the Treasurer are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

(c) That the Selectmen, or a majority of them, and the Treasurer are authorized to make representations and enter into written agreements for the benefit of holders of the bonds to provide secondary market disclosure information, which agreements may include such terms as they deem advisable or appropriate in order to comply with applicable laws or rules pertaining to the sale or purchase of such bonds.

(d) That the Selectmen, or a majority of them, and the Treasurer are authorized to take all other action which is necessary or desirable to enable the Town to effectuate the refunding of all or a portion of the \$5,985,000 General Obligation Bonds, Issue of 2002, and to issue refunding bonds authorized hereby for such purposes, including, but not limited to, the entrance into agreements on behalf of the Town with underwriters, trustees, escrow agents and others to facilitate the issuance of the refunding bonds, the escrow of the proceeds thereof and investment earnings thereon, and the payment of the outstanding bonds in whole or in part.

(e) That the First Selectman, the Chief Financial Officer, the Board of Education, the Superintendent of Schools and other proper officers and officials of the Town are each authorized to execute and file all necessary applications, agreements and documents in order to obtain grants and to accept such grants, to the extent available, to defray all or any portion of principal and interest on or to pay issuance costs with respect to the refunding bonds authorized hereby.

(f) That the above authorization to issue refunding bonds shall lapse on June 30, 2012.

**SELECTMAN ROSEMARY COYLE'S RECOMMENDATIONS FOR
APPOINTMENTS TO THE COMMISSION ON AGING**

06/02/2011

I would recommend Goldie Liverant and Rob Gustafson for appointment as full members on the Commission on Aging. Each one of them would offer experience and knowledge that would compliment the existing membership of the Commission on Aging.

Goldie Liverant, as well as being a participating member at the Senior Center, was a vital member of the Senior Center Study Group and brings to the COA all the information acquired from the months of work of the Study Committee concerning senior issues. She has also served Colchester as a member of the Board of Selectman as well as many other capacities.

Rob Gustafson brings knowledge that the COA truly needs and that is the issue of senior housing. This is a subject often broached at meetings and the committee would benefit from his expertise and the years of experience that Rob brings on this issue.

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department:

Reason for Request:

Reason for Available Funds:

From:

Account Number	Account Name	Amount
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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

To:

<input type="text" value="12101-42324"/>	<input type="text" value="Uniform Purchases"/>	<input type="text" value="3,000"/>
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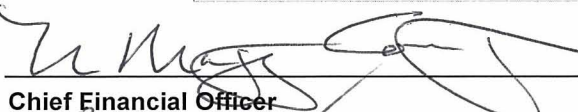
Date Requested

 213

Department Director or Supervisor - Signature

Print Name

Date Reviewed



Chief Financial Officer

Date Approved



First Selectman

Date Approved



Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

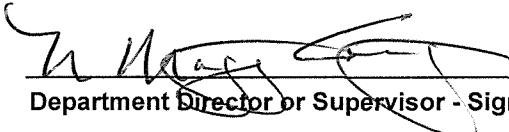
Department:

Reason for Request:

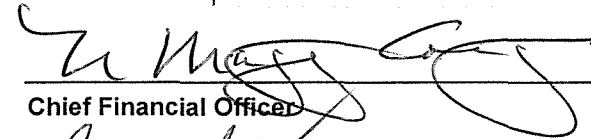
Reason for Available Funds:

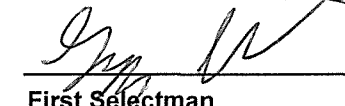
From:	Account Number	Account Name	Amount
	<input type="text"/>	<input type="text" value="See attached document"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	Account Number	Account Name	Amount
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	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>


Date Requested Department Director or Supervisor - Signature

Print Name


Date Reviewed Chief Financial Officer

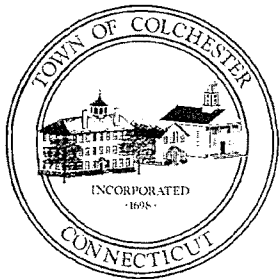

Date Approved First Selectman

Date Approved Board of Selectmen Clerk

Date Approved Board of Finance Clerk

**Town of Colchester
Budget Transfer - Snow Removal**

Account #	Department & Account Name	From	To	Explanation
11101-50900	BOF - Contingency	40,000		Contingency funds included in adopted budget
11101-50950	BOF - Contract Settlements	16,000		Funds budgeted for union contract negotiation settlements - reduction in funds needed due to favorable negotiations and funds available in applicable salary line items due to employee absences from FMLA leaves, Workers compensation, and vacancy in Dept Head positions due to resignations.
11701-44203	Legal	45,000		Reduction in legal assistance needed and RFPs issued for selection of attorneys for labor and land use matters.
13201-40101	Highway - Regular Payroll	50,628		Employee absences due to FMLA leaves & Workers compensation. Vacancy in Dept Head position due to resignation.
13201-41230	Highway - FICA & Retirement	10,000		Employee absences due to FMLA leaves & Workers compensation. Vacancy in Dept Head position due to resignation.
13601-43212	Transfer Station - Transportation	37,000		Reduction in costs resulting from operational changes, including Single Stream recycling
15201-40101	Parks & Recreation - Regular Payroll	28,000		Employee absences due to FMLA leaves & Workers compensation. Vacancy in Dept Head position due to resignation.
15201-41230	Parks & Recreation - FICA & Retirement	5,000		Employee absences due to FMLA leaves & Workers compensation. Vacancy in Dept Head position due to resignation.
13204-40103	Snow Removal - Overtime		5,935	
13204-41230	Snow Removal - FICA		51	
13204-42333	Snow Removal - Sand, Salt, Gravel		6,427	
13204-42340	Snow Removal - Other Purchased Supplies	2,063		
13204-44208	Snow Removal - Professional Services		221,278	Includes contracted services for School parking lots, and costs of clearing snow from School & Town facilities
	Totals	233,691	233,691	



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen
Cc: Nancy Bray, Town Clerk
From : Gregg Schuster, First Selectman
Date: 6/13/11
Re: Ordinances

New town ordinances have been proposed and reviewed by the Board of Selectmen and town counsel. Adoption must be made by the Town Meeting.

Recommended Motion – “Move that a town meeting be held on June 29, 2011 at 7PM at Town Hall to discuss and vote upon:

Adopting an ordinance establishing an Agriculture Commission, the purpose being to promote and preserve farming in Colchester;

Adopting an ordinance to regulate the installation, location, operation and maintenance of fire hydrants within the Town;

Adopting an ordinance enabling fire and emergency personnel to promptly enter commercial and industrial structures within the Town of Colchester by requiring the installation of a rapid access system in new or renovated commercial and industrial structures;

Adopting an ordinance to regulate the installation, maintenance and operation of alarm systems, devices and equipment in businesses and residences within the Town of Colchester;

The full text of all proposed ordinances being on file in the Town Clerk’s office.”

Chapter XX

Agriculture Commission

§ XX-1. Establishment.

In accordance with Section § C-402.D of the Town of Colchester Charter, an Agriculture Commission is established for the Town of Colchester.

§ XX-2. Membership, terms of appointment and meetings.

A. The Agriculture Commission shall consist of five (5) regular members and two (2) alternate members appointed by the Board of Selectmen. The Board of Selectmen shall to the extent possible appoint members who have knowledge in the management, protection, and regulation of agriculture or who are directly involved in agriculture as defined by C.G.S. § 1-1(q). Members shall serve without compensation. In the event of any vacancy, the Board of Selectmen shall fill the vacancy for the unexpired portion of the term.

B. Regular and alternate members shall serve for terms of three (3) years except that members first appointed shall serve as follows:

(1) Three (3) regular members and one (1) alternate member shall be appointed for an initial term of three (3) years.

(2) Two (2) regular members and one (1) alternate member shall be appointed for an initial term of two (2) years.

C. The initial organizational meeting of the Agriculture Commission shall be held within one (1) month after the Board of Selectmen appoints its members. Thereafter, the Agriculture Commission shall hold an annual organizational meeting in January of each year. At the initial organizational meeting and thereafter, at each annual organizational meeting, the Commission shall elect a chair, vice chair and secretary. Such officers shall serve until the conclusion of the next annual organizational meeting.

§ XX-3. Powers and Duties of Agriculture Commission.

A. The Agriculture Commission shall have the following powers and duties related to information and education concerning agriculture:

(1) To serve as a conduit of agricultural information for local farmers, other Town boards, commissions and officials, non-profit agencies, civic organizations and other governmental agencies and officials.

(2) To serve as a source of information for the public about local agricultural enterprises.

(3) To provide information to Town agencies and officials about agricultural laws and legal issues regarding farm machinery, buildings and operations.

(4) 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 matters.

B. The Agriculture Commission shall have the following powers and duties related to agricultural support within the Town of Colchester:

(1) To offer support to new farms and new farmers.

(2) To offer support to local, regional and state vocational agriculture education programs.

C. The Agriculture Commission shall have the following powers and duties related to conflict resolution for issues impacting agriculture within the Town of Colchester:

(1) To review state and federal regulations and to recommend, at its discretion, policy changes to Town agencies and officials to help ensure a consistent definition and treatment of agriculture, farming and farms.

(2) To meet with and advise Town agencies and officials, at its discretion, concerning the impact of proposed Town ordinances, regulations and policies on farms and agriculture within the Town.

(3) To serve as a resource of information and provide advice for Town agencies, officials, residents and taxpayers concerning the resolution of agriculture-related conflicts.

D. The Agriculture Commission shall have the following powers and duties related to economic opportunities involving agriculture:

(1) To identify innovative opportunities for farming additional lands within the Town of Colchester.

(2) To promote opportunities for residents and local businesses to support farming.

(3) To serve as a conduit between non-profit agencies, funders and local farmers.

(4) To work to create a climate that supports the economic viability of farming as a career within the Town Colchester.

(5) To work to create a sustainable agriculture community within the Town of Colchester.

E. The Agriculture Commission shall be an advisory body, and all advice, guidance and recommendations shall be non-binding.

Chapter XX

Alarm Systems

§ XX-1. Statutory authority.

Pursuant to C.G.S. § 7-148(c)(7)(H)(xiv), the Town adopts the following alarm systems ordinance.

§ XX-2. Purpose.

The purpose of this chapter is to regulate the installation, maintenance and operation of alarm systems, devices and equipment in businesses and residences within the Town of Colchester.

§ XX-3. Definitions.

As used in this chapter, the following words or phrases shall have the meanings indicated:

ADMINISTRATOR — means the First Selectman or his or her designee appointed to administer the provisions of this chapter.

ALARM SYSTEM — means any device or equipment which is capable of automatically calling and relaying recorded emergency messages to any state police or municipal police or fire/EMS 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 messages to a state police or municipal police or fire/EMS department telephone number.

ALARM OWNER — means any person, company, corporation or other entity that is the owner, operator or user of an alarm system.

FALSE ALARM — means any alarm signal which causes an emergency response to the location of the alarm which is caused by mistake, misuse or malfunction; or unintentional activation caused by flaw or defect in design, installation, maintenance or equipment of the alarm system.

§ XX-4. Maintenance.

An Alarm Owner shall be responsible for maintaining and keeping in good working order at all times each Alarm System on the premises owned or occupied by the Alarm Owner in order to minimize False Alarms.

§ XX-5. Registration of alarm systems.

- A. To operate an Alarm System within the Town of Colchester, an Alarm Owner must complete a registration form provided by the Administrator. The registration form shall include information concerning the Alarm System, its location and any other necessary information as determined by the Administrator. All Alarm Systems within the Town shall be registered with the Administrator within ninety (90) days of the effective date of this chapter.
- B. It shall be the responsibility of an Alarm Owner to notify the Administrator, in writing, within ten (10) days of changes in registration information.

§ XX-6. False alarm and registration penalties.

- A. In the event there are three (3) False Alarms at the same location within the same calendar year, a written warning shall be issued to the Alarm Owner upon the occurrence of the third False Alarm. The warning shall notify the Alarm Owner that any further False Alarms occurring within the same calendar year shall lead to the following penalties:
- (1) A fine of \$25.00 shall be imposed on the Alarm Owner upon the occurrence of the fourth False Alarm within a calendar year.
 - (2) A fine of \$50.00 shall be imposed on the Alarm Owner upon the occurrence of all subsequent False Alarms after the fourth False Alarm within a calendar year.
- B. A fine of \$50.00 shall be imposed on any Alarm Owner for failure to register an Alarm System with the Administrator.
- C. A fine of \$50.00 shall be imposed on any Alarm Owner for failure to provide notification of any changes in registration to the Administrator.
- D. All fines for violations of this chapter shall be payable to the Town of Colchester and deposited into the Town's general fund.
- E. All fines imposed pursuant to this chapter shall be subject to appeal in accordance with Chapter 93 of the Code of the Town of Colchester.

Chapter XX

Fire Hydrants

§ XX-1. Statutory authority.

Pursuant to C.G.S. § 7-148(c)(4)(B), the Town adopts the following fire hydrants ordinance.

§ XX-2. Purpose.

To purpose of this chapter is to authorize the Colchester Fire Department to regulate the installation, location, operation and maintenance of fire hydrants within the Town.

§ XX-3. Fire hydrant regulations.

A. The Board of Selectmen shall adopt and enforce regulations regarding the specifications for and the location, operation and maintenance of all fire hydrants within the Town (the "Fire Hydrant Regulations").

B. Any property owner that is required to install a private or municipal fire hydrant shall install said fire hydrant in a manner which is in full accordance with the Fire Hydrant Regulations. The Building Official of the Town shall not issue a building permit or certificate of occupancy to an applicant until the Fire Marshal confirms compliance with the provisions of this chapter.

§ XX-4. Out of service fire hydrants and repair of fire hydrants on private property.

A. Fire hydrants that are out of service shall be clearly marked by the Colchester Sewer and Water Department.

B. The Fire Marshal may order the repair of a defective fire hydrant on private property and bill the cost of such work to the owner if the Town incurs costs associated with the repair of the defective fire hydrant.

§ XX-5. Tampering with fire hydrant equipment prohibited.

A. Fire hydrants and fire apparatus and equipment required by this chapter shall not be removed, tampered with, or otherwise disturbed except for purposes of: extinguishing a fire; training; recharging, repairing or flushing a fire hydrant; or when permitted by the Colchester Sewer and Water Department or the Fire Marshal.

§ XX-6. Clearing of fire hydrants.

A. All private property owners whose property contains a fire hydrant shall continuously maintain the area around the fire hydrant and keep the area clear of weeds, rubbish and any other obstructions which might prohibit access for use and/or maintenance of the fire hydrant. 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.

B. It shall be unlawful for any person to obstruct access to any fire hydrant by placing, locating or permitting any debris, building material, personal property or other obstruction which may

interfere with the use of a fire hydrant. Parking, placing or locating any motor vehicle or boat within ten feet of a fire hydrant is prohibited.

C. All private property owners whose property contains a fire hydrant shall remove snow and ice abutting the fire hydrant that has accumulated higher than a point four inches below the bottom of the lowest outlet on any fire hydrant within twenty-four hours after the cessation of a snow or ice storm.

DRAFT

Chapter XX

Rapid Access Systems Ordinance

§ XX-1. Statutory authority.

Pursuant to C.G.S. § 7-148(c)(4)(B), the Town adopts the following rapid access systems ordinance.

§ XX-2. Purpose.

The purpose of this chapter is to enable fire and emergency personnel to promptly enter commercial and industrial structures within the Town of Colchester by requiring the installation of a rapid access system in new or renovated commercial and industrial structures.

§ XX-3. Definitions.

As used in this chapter, the following words or phrases shall have the meanings indicated:

FIRE DEPARTMENT — means the Town of Colchester Fire Department.

RAPID ACCESS SYSTEM — means a rapid access system consisting of a heavy-duty key vault or other storage device that holds a key for providing emergency personnel with access to a commercial or industrial structure.

RENOVATED STRUCTURE — means any existing commercial or industrial building that has been updated or repaired, or any structure that has been converted to a commercial or industrial use, which required the issuance of a building permit from the Town of Colchester and for which the cost of work associated with the building or structure exceeded ten thousand dollars (\$10,000.00).

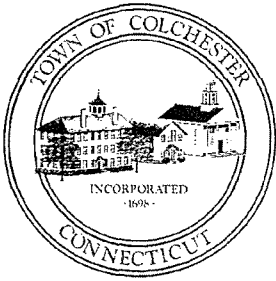
§ XX-4. Registration and maintenance.

A. 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. Keys to such rapid access system shall be maintained exclusively by the Fire Department.

B. Upon installation of such rapid access system, the building owner shall at such owner's expense maintain all components thereof. If the Fire Department determines that a rapid access system must be repaired or replaced, it shall provide written notice to the building owner, and the building owner shall repair or replace said rapid access system within seven (7) days of receipt of written notice from the Fire Department.

§ XX-5. Penalty.

Any building owner who violates the provisions of this chapter shall be fined twenty-five dollars (\$ 25.00) for each violation per day so long as the violation continues.



Town of Colchester, Connecticut


127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc: Ron Goldstein, Board of Education Chairman
Nancy Bray, Town Clerk
Karen Loiselle, Superintendent of Schools

From : Gregg Schuster, First Selectman 

Date: 6/13/11

Re: Establishment of a Building Committee

As recommended by the Ad Hoc Facilities Committee, a building committee needs to be established in order to move the WJMS renovation project forward. The establishment of this committee must be done by the town meeting.

Recommended Motion – “Move that a town meeting be held on June 29, 2011 at 7PM at Town Hall to discuss and vote upon:

Establishing a seven-member Building Committee for the construction of a combined middle school and senior center at the site of the existing William J. Johnston Middle School, to include renovation of existing spaces, demolition of existing spaces, and new construction, all as determined appropriate by the Building Committee. Said project is also to include allocation of space for general Town use, as determined appropriate and available by said Building Committee;

Authorizing said Building Committee to oversee, coordinate and supervise all aspects of the planning and construction process, including selection of architect and other consultants, choice of contractor, development of project documents and supervision of construction through completion and final acceptance by the Town;

Authorizing the Board of Education to prepare schematic drawings and specifications for the school portion of said project;

Authorizing the Board of Education to file a grant application with the State of Connecticut for the school portion of said project.”

To: Gregg Schuster, First Selectman

From: Adam Turner

Re: STEAP Grant authorization

Date: June 13, 2011

MEMORANDUM

In the next few weeks, the Planning Office proposes that the Town submit application for a Small Town Economic Assistance Program (STEAP) grant from the State.

We have received grants over the previous two fiscal years for the development of a Water and Sewer Master Plan, which is nearly complete, and a streetscape plan from Merchants Row to the Airline Trail along Lebanon Ave which will be bid out for construction in the next month.

This year we propose to apply for funding to complete several sidewalk projects to further both the Town's adopted Pedestrian Access Plan and the Board of Education's "Safe Routes to School" program.

Specifically we propose to refurbish and reconstruct sidewalks along Norwich Avenue, and construct sidewalks along short sections of Halls Hill Road and Chestnut Hill Road. The Norwich Rd. improvements will permit pedestrians to travel from the Town Center to each of the Town's education facilities.

The two other projects would "fill in" sections of sidewalk that connect to other constructed sidewalks increasing accessibility and reducing cost, as buses would not be required in some of these locations following . The cost of this improvement is \$200,000. There is no cost to the Town other than some in-kind service relating to design, and project administration.

Motion: Motion to approve the submission of a STEAP grant application for approximately \$200,000 to refurbish/construct sidewalks along Norwich Avenue, Halls Hill Road and Chestnut Hill Road and authorize the First Selectman to sign any documents

To: Gregg Schuster
From: Adam Turner
Re: Salmon River Contract
Date: June 14, 2011

MEMORANDUM

For several years the Town has been a participant in the Salmon River Partnership along with The Nature Conservancy and the other towns in the watershed. The partnership initially conducted a basin wide regulatory audit which focused on assessing how each town protected resources. Subsequently, the Town was selected to receive specific assistance in developing methods to address the audit findings. For the past year we have been working with consultants from the Horsley Witten group to develop various regulatory programs to address issues such as reducing runoff from streets, reducing parking requirements and maintaining rural character. We appeared before the Board to review this assistance previously.

This fiscal year we again have the opportunity to utilize Salmon River partnership funding for the Town Zoning Code revision and other projects. As part of this arrangement we have agreed to collect funding from the other Towns in the region and utilize/expend those funds in concert with the Nature Conservancy. There is no cost to the Town beyond the amount identified and budgeted for FY 2011.

Motion: Move to approve the contract between the Town of Colchester and the Nature Conservancy regarding Salmon River Watershed Partnership Funds and authorize the First Selectman to sign all documents.

GRANT AGREEMENT
Between
Town of Colchester
And
THE NATURE CONSERVANCY

SUBJECT: Salmon River Watershed Partnership funds

I. Preface

This grant agreement is entered into this _____ day of _____, 2011, by and between the Town of Colchester (the "Town") and The Nature Conservancy, a District of Columbia non-profit corporation (the "Conservancy") acting through its Connecticut Program Pursuant to the terms and conditions below, Town hereby "**agrees to provide**" to the Conservancy the assistance set forth below, in order to facilitate the public purpose of the Salmon River Watershed Partnership towns working together to protect the health of the river system, and supporting the long-term social and economic vitality of those communities.

III. Purpose

The purpose is for the Salmon River Watershed Partnership towns to collaborate on a series of projects, listed below, that will protect the health of the river system and support the long-term social and economic vitality of those communities.

IV. Responsibilities

It is agreed that the Conservancy shall be responsible for the following:

The Conservancy will use the funds provided by Town to carry out Salmon River Watershed Partnership activities, including but not limited to:

Developing and implementing recommendations from the Municipal Land Use Policy Assessment
Developing a long-term, volunteer-based program to monitor water quality throughout the watershed
Conducting outreach to engage partners and volunteers in carrying out the watershed plan

The Conservancy may invoice the Town quarterly. The cumulative invoice total shall not exceed the cumulative amount of municipal funds collected by the Town as of the date of the invoice.

The Conservancy will supply a final report to the Town summarizing the Salmon River Watershed Partnership activities no later than June 30, 2012.

B. It is agreed that the Town shall be responsible for the following:

The Town will collect and pool funds for the Salmon River Watershed Partnership from other municipalities in the Salmon River Watershed area.

The Town will notify the Conservancy of the total funds available within 30 days of the end of 2nd and 4th quarters (November 20, 2011 and May 30, 2012).

The Town will reimburse the Conservancy up to the full amount of municipal funds received upon receipt of invoices from the Conservancy.

V. Other Provisions

1. The Conservancy shall have exclusive ownership of the information and reports produced as a result of this agreement.
2. This is a Grant Agreement.
3. The Period of Performance is January 1, 2011 through June 30, 2012 and costs may be incurred during that time.
4. This Agreement may be modified or amended by mutual written consent of the parties.
5. Funds received under this agreement may be used as match for other awards.
6. This Agreement may be terminated by either party upon the provision of 30 days' advance written notice to the other party.
7. This Agreement shall not, nor be deemed nor construed to, confer upon any person or entity, other than the Parties hereto, any right or interest, including, without limiting the generality of the foregoing, any third party beneficiary status or any right to enforce any provision of this Agreement.

VI. Compliance with Laws

1. The Conservancy represents, warrants, and agrees that it can (a)lawfully work in the United States and the State of Connecticut; (b)shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Agreement) any permits or licenses required for the services under this Agreement; and (c) shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of Connecticut, and any other jurisdiction(s).

VII. Term of Agreement

1. This Agreement shall be effective beginning on 2/15/2011 and expiring on 6/30/2012.

VIII. Signatures

by: _____
First Selectman

Date: _____

The Nature Conservancy, _____
by: _____
Vice President and State Director

Date: _____

Gregg Schuster
First Selectman
Town of Colchester
127 Norwich Ave.
Colchester, CT 06415-1290

February 2, 2010

Dear Mr. Schuster:

It's been nearly two years since the Salmon River Watershed Conservation Compact was signed on the banks of the Salmon River. At that event chief elected officials from 10 towns affirmed the importance of this resource and pledged to work together to protect its health and to support the long-term social and economic vitality of communities in the watershed.

Our Partnership has accomplished much since then:

- With Colchester's contribution, leveraged \$101,000 in total this year (\$58,000 federal grant plus \$43,000 from seven towns and TNC [in-kind]) to fund the collaborative, science-based work of the Partnership. In total **we have secured \$196,700 in two years.**
- Completed an audit of strengths and gaps in municipal policies and practices that protect watershed resources, with town-specific and watershed-wide recommendations.
- Produced a set of maps for each town to help visualize their future under current policy framework (e.g., projected impervious cover at buildout, zoning and infrastructure).
- Produced *Protecting the Salmon River Watershed*, a brief color publication designed to inform land use decision makers and town leaders about the significance of the watershed and key river protection tools and distributed to each town.
- Convened 65 land use commission members, elected officials, and staff from eight communities to discuss the results of the policy evaluation. Generated suggestions for how to improve municipal procedures, strengthen cross-town collaboration, and address cultural/educational and private sector barriers.
- Hosted a series of open houses for the general public to increase awareness and support and to recruit volunteers.
- Initiated a continued long-term, volunteer-based program to monitor water quality throughout the watershed, at no cost to the towns using a proven protocol developed by Connecticut DEP.
- Presented the work of the Partnership at a regional conference of the American Planning Association and at Connecticut Conference on Natural Resources.

This coming fiscal year we will focus on overcoming the institutional and information barriers that often confront attempts to implement improved stormwater management/low impact development (LID), conservation of streamside forests, and municipal pollution prevention/good housekeeping. To do so we will a) work closely with two pilot towns to carry out recommendations from the

evaluation report and b) hold a set of regional workshops for professionals who design, review, or approve land use projects or manage municipal pollution prevention/good housekeeping. The project team will be comprised of TNC, consulting engineers and land use planners, professional educators from UConn's Nonpoint Education for Municipal Officials (NEMO) program, and local town planners.

This project and others this year will lead to these outcomes:

- Peer-reviewed and updated regulations and practices that strengthen protection of water quality, flows, and overall health of the river system
- An implementation model and lessons learned/best practices that are transferable to other municipalities in the Salmon River and Long Island Sound watersheds and beyond
- A clear and common understanding among land use staff and decision makers of how to plan for and review low-impact development (LID) projects, and timely review and approval of projects
- A growing regional pool of design engineers/developers with enhanced ability to incorporate LID
- A continued volunteer-based program to monitor water quality throughout the watershed

We require your support to keep up the pace and protect this vital community resource. As town leaders agreed in 2008, we request that **Colchester, East Hampton, Hebron, and Marlborough – the four towns that make up 82% of the watershed – contribute \$5,000 each** and Bolton, Columbia, East Haddam, Glastonbury, and Haddam contribute the remainder to support our efforts and leverage grant funding. **Full support from each of the towns demonstrates a commitment by all municipalities.**

Sincerely,



Shelley Green

Lower Connecticut River Program Director, Salmon River Project



Cragin Memorial Library
8 Linwood Avenue
Colchester, CT 06415
860-537-5752 ☎ Fax: 860-537-4559

To: Board of Selectmen, Town of Colchester
From: Kate Byroade, Library Director
Date: June 16, 2011
Re: Recommendation Concerning Annual Telephone Contract

The Cragin Library's basic and long distance telephone services are provided at a 40% discount through the Federal Universal Service Fund (USF) program.

We received a bid from AT&T, the same as the current contract through participation in the State of Connecticut Master Telecommunications Agreement B-03-006. This contract will be effective July 1, 2011. This Master Agreement contract is cheaper on both per line charges and long distance rates than paid in previous years.

Although other bids were received, one would not offer one-year contract pricing while the other would have supplied a slightly cheaper long-distance rate but would not supply per line services, which would have required a higher, separate contract that would have cost more in increased per line rates than projected savings in long-distance services.

	AT&T FY 12	AT&T FY 11 (current)
Per line Monthly Rate	\$21.00	\$21.00
In-State Long Distance per minute rate	\$0.046 (4.6 cents)	\$0.046 (4.6 cents)
Out-of-State Long Distance per minute rate	\$0.046 (4.6 cents)	\$0.046 (4.6 cents)

Recommendation:
Accept the AT&T contract.

Motion:
Move to approve the annual telephone contract for Cragin Public Library with AT&T and authorize the First Selectman to sign all documents.

TO: Gregg Schuster, First Selectman

FROM: Antoinette Charest, Cragin Memorial Library

DATE: 6/13/2011

RE: Telephone Contract for CRAGIN MEMORIAL LIBRARY

Attached is the AT&T Service Agreement and E-rate Rider (Universal Service Fund) covering the Library's basic and long distance telephone service for 7/1/11 to 6/30/12. E-rate funding provides a 40% discount on telephone services.

The rates for 2011-2012 are exactly the same as our current rates; \$21 per line for basic phone service and 4.6¢ per minute for long distance service, which the Library is able to purchase under the State of Connecticut Master Agreement.

Please obtain approval from the Board of Selectmen to sign the attached agreement. Once it has been signed, please return it to me and I will obtain the signature of a representative from AT&T. I will then forward a copy of the executed document to you.

Please feel free to contact me with any questions. Thank you.

Network Telecommunications Services Agreement

This Agreement is entered into by and between AT&T Teleholdings, Inc., d/b/a AT&T East (AT&T), with offices at 310 Orange Street, New Haven, Connecticut and the Cragin Memorial Library (Municipality), with offices at 8 Linwood Ave., Colchester, CT 06415

Whereas, AT&T and the State of Connecticut (State) are parties to a certain Master Agreement B-03-006 (Master Agreement) covering the purchase of telecommunications products and services; and

Whereas, Municipality has the right to purchase products and services under the Master Agreement; and

Whereas, AT&T and Municipality wish to enter into a new agreement which replicates, with certain limited exceptions, the Master Agreement;

Now, therefore, AT&T and Municipality agree as follows:

1) This Agreement incorporates as though fully set forth herein the rates, terms and conditions of the Master Agreement, and includes all products and services covered by the Master Agreement, except as follows:

a) The parties to this Agreement are Municipality and AT&T, not the State and AT&T, with Municipality having all of the rights and responsibilities under this Agreement that the State has under the Master Agreement;

b) This Agreement is effective as of the date last signed below and shall continue until June 30, 2012 (the Term) without any right of extension;

c) This Agreement covers only products and services for which Municipality shall seek E-Rate reimbursement for the E-Rate funding year 2011-2012. These products and services are listed in Exhibit 1 attached hereto.

d) If the Master Agreement terminates during the Term of this Agreement, the rates, terms and conditions of the Master Agreement last in effect prior to such termination shall continue to apply to this Agreement

2) This Agreement is subject to the terms and conditions of the E- Rate Rider attached hereto as Exhibit 2.

3) This Agreement is made in, and shall be governed by the laws of, the State of Connecticut.

Cragin Memorial Library

AT&T

By:

By:

Its:

Its:

Date:

Date:

Network Telecommunications Services Agreement

EXHIBIT 1

<u>Quantity</u>	<u>Description</u>	<u>Unit</u>	<u>Total</u>	<u>Non-Recurring</u>
1	Unified Call Plan	\$0.046	\$0.046	\$0.00
10	CentraLink 1100 Lines	\$21.00	\$210.00	\$0.00

The following Billed Telephone Numbers are to be included for these services:

860 537-5752

Cragin Memorial Library

AT&T

Initials: _____

Initials: _____

Date: _____

Date: _____



E-rate Rider

ATTACHMENT TO NETWORK TELECOMMUNICATIONS SERVICES AGREEMENT ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by AT&T Corporation ("AT&T") and Cragin Memorial Library ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-rate Rider

6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about July 1, 2011. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

CONFIDENTIAL INFORMATION

2 of 4

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-rate Rider

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

CONFIDENTIAL INFORMATION

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E-rate Rider

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

CRAGIN MEMORIAL LIBRARY	AT&T CORPORATION ("AT&T")
<i>Customer Signature:</i>	<i>AT&T Signature:</i>
Print Name:	Print Name:
Title:	Title:
Date:	Date:

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

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

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

Tel. (860) 537-7267
Fax. (860) 537-1252
Cell (860) 303-0125

June 10, 2011

TO: Gregg Schuster
FROM: Greg Plunkett
RE: Elevator Maintenance Contract

We sent an RFP to five companies and placed an ad in the Norwich Bulletin to obtain services to maintain our elevators. On June 7th we received five bids. The results are attached.

I am requesting the Board of Selectmen award the maintenance and repair of the elevators for the 2011-2012 year at Town Hall and Cragin Library to ThyssenKrupp.

A copy of the bid tabulation is attached.

Town of Colchester
Elevator Bids
2011-2012

MAINTENANCE ANNUAL FEE

Bidder	Town Hall E	Cragin E
Schindler	\$780.00	\$780.00
Independent	\$635.00	\$635.00
Delta	\$608.00	\$608.00
Eagle	\$750.00	\$750.00
Otis	\$1,560.00	\$1,560.00
ThyssenKrupp	\$550.00	\$550.00

CALL BACK / REPAIR - HOURLY

	Reg Time	Holiday Time	Parts		24 hr Svc
			Discount	Resp Time	
Schindler	\$160.00	\$285.00	10%		yes
Independent	\$145.00	\$220.00	cost+10%	2 hrs	yes
Delta	\$150.00	\$280.00	\$0.00	45 min	yes
Eagle	\$165.00	\$275.00	10%	45 min	yes
Otis	138	276	20%	2hrs	yes
ThyssenKrupp	155	230	15%	2hrs	yes

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

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

Tel. (860) 537-7267
Fax. (860) 537-1252
Cell (860) 303-0125

June 7, 2011

TO: Gregg Schuster

FROM: Greg Plunkett

RE: Fire Alarm Service

On June 7th we opened bids received for Fire Alarm Service. We notified seven contractors of the RFP, advertised in the newspaper. We received six bids. Based on the bids received we recommend the following:

CINTAS be awarded the contract for service and repair of the fire alarm systems for all Town facilities.

And

American Alarm be awarded the contract for monitoring the fire alarms.

Attached is a copy of the tabulation for bids received.

Town of Colchester
Colchester Public Schools
Fire Alarm Service
June 7, 2011

Bidder	Town Hall	Sr Ctr	Youth Ctr	Co 1	Co 2	Cragin	Fleet Maint	Totals
Am Alarm	\$400.00	\$300.00	\$300.00	\$400.00	\$300.00	\$400.00	\$300.00	\$2,400.00
CHUBB	\$275.00	\$230.00	\$230.00	\$265.00	\$205.00	\$260.00	\$240.00	\$1,705.00
Data Conn	\$1,280.00	\$560.00	\$560.00	\$560.00	\$560.00	\$560.00	\$560.00	\$4,640.00
Cintas	\$175.00	\$170.00	\$170.00	\$175.00	\$165.00	\$180.00	\$175.00	\$1,210.00
Reliable	\$400.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$1,600.00
ADT	\$242.00	\$175.00	\$172.00	\$272.00	\$152.00	\$272.00	\$197.00	\$1,482.00
Fire Tech	\$250.00	\$200.00	\$180.00	\$200.00	\$200.00	\$300.00	\$200.00	\$1,530.00
TPC	\$543.00	\$341.00	\$341.00	\$698.00	\$299.00	\$728.00	\$427.00	\$3,377.00

Call Back Rates

	American	Chubb	Data Conn	Cintas	Reliable	ADT	Fire Tech	TPC
Regular	\$95.00	\$119.00	\$70.00	\$80.00	\$65.00	\$174.00	\$145.00	\$103.00
Holiday	\$142.50	\$200.00	\$105.00	\$120.00	\$98.00	\$435.00	\$217.00	\$154.50
Monitoring	\$20.00	\$38.00	\$22.50	\$20.00	\$19.95	\$28.00	\$22.00	NB

Town of Colchester
 Bid Tabulation
 Fire Alarm Monitoring
 June7, 2011

Monitoring of Fire Alarm

Bidder	WJJMS A	WJJMS B	JJIS	Bacon	Fac Maint	WJJMS P	CES	BaconP
American	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
Chubb	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00
Data Connections	22.50	22.50	22.50	22.50	22.50	22.50	22.50	22.50
ADT	28.00	28.00	28.00	28.00	28.00	28.00	28.00	28.00
Fire Tech	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00
TPC	nb							

Bidder	Town Hall	Sr Ctr	Youth Ctr	Co 1	Co 2	Cragin	Fleet Maint
American	20.00	20.00	20.00	20.00	20.00	20.00	20.00
Chubb	38.00	38.00	38.00	38.00	38.00	38.00	38.00
Data Connections	22.50	22.50	22.50	22.50	22.50	22.50	22.50
ADT	28.00	28.00	28.00	28.00	28.00	28.00	28.00
FPT	22.00	22.00	22.00	22.00	22.00	22.00	22.00
TPC	nb						

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Cell (860) 303-0125

June 10, 2011

TO: Gregg Schuster
FROM: Greg Plunkett
RE: Fire Extinguisher and Exhaust Hood Service

On June 7th we opened bids received for Fire Extinguisher/Hood Service and Repair. We notified five contractors of the RFP, advertised in the newspaper and on our website. We received five bids. The bid tabulation is attached. We recommend the following:

1. **Roybal and Son** receive the contract to provide Exhaust Hood cleaning and inspection for Fire Company 1.
2. **Roybal and Son** should also receive the contract for Fire Extinguisher service and inspection at Town Hall, Youth Center, Senior Center, Fire Co 1, Fire Co 2 and Cragin Memorial Library

Town of Colchester
Colchester Public Schools

Fire Extinguisher Service and Repair
Bid Tabulation

June 7, 2011

Hood Cleaning and Inspection

Bidder	CO 1
Life Safety	\$120.00
Cintas	\$75.00
NISCO	\$365.00
Roybal	\$450.00
SNEFP	\$115.00

Call Back Rates

Bidder	Life Safety	CINTAS	NISCO	ROYBAL	SNEFP
Regular	75.00	75.00	NB	75.00	60.00
Hiloday	90.00	150.00	NB	105.00	75.00

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June 10, 2011

TO: Gregg Schuster
FROM: Greg Plunkett
RE: Generator Service and Repair

On June 7th we opened bids received for Generator Service and Repair. We notified five contractors of the RFP, advertised in the newspaper. We received nine bids for this service. Based on the bids received we recommend the following:

1. **Tri-State** receive the contract to provide service and repair for the generators at Town Hall, Fire Department Company 1 and Company 2. Although when considering only the three Town generators Central Electric and Generator had the lowest total Tri-State was lower when considering Town and Board of Ed generators

We request the Board of Selectmen award the contract for this service to Tri-State for 2011-2012.

Attached is a copy of the Bid Tabulation.

Town of Colchester
 Bid Tabulation
 Generator Service and Repair
 June 7, 2011

Required Services

Bidder	Town Hall	Co 1	Co 2		
Huntington					
Minor	125.00	125.00	125.00	375.00	
Major	425.00	275.00	225.00	925.00	1,300.00
Tri-State					
Minor	119.00	119.00	119.00	357.00	
Major	219.00	219.00	219.00	657.00	1,014.00
GDL Services LLC					
Minor	125.00	125.00	125.00	375.00	
Major	410.00	275.00	215.00	900.00	1,275.00
Cummins Power Systems					
Minor	350.00	350.00	350.00	1,050.00	
Major	876.00	534.00	553.00	1,963.00	3,013.00
Advanced Power Services LLC					
Minor	220.00	220.00	175.00	615.00	
Major	380.00	380.00	230.00	990.00	1,605.00
Lightship					
Minor	350	350	350	1,050.00	
Major	850	450	450	1,750.00	2,800.00
WELD					
Minor	124.13	124.13	124.13	372.39	
Major	362.43	285.34	196.76	844.53	1,216.92
Central					
Minor	225	100	100	425.00	
Major	275	150	140	565.00	990.00
Northeast					
Minor	250	150	150	550.00	
Major	530	280	180	990.00	1,540.00

Call Back Rates

Bidder	Regular	Holiday
Huntington	80.00	120.00
Tri-State	84.25	125.00
GDL Services LLC	85.00	127.00
Cummins Power Systems	130.50	195.75
Advanced Power Services LLC	90.00	130.00
Lightship	95	142.5
WELD	98.5	147.75
Central	105	150
Northeast	NB	NB

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June 10, 2011

TO: Gregg Schuster
FROM: Greg Plunkett
RE: Heating/HVAC Contract

We issued an RFP to secure maintenance and repair services for heating and air conditioning for all Town buildings. We sent the RFP to six companies and advertised in the Norwich Bulletin and on the Town's website. On June 7th we received five bids. The results are attached.

I am requesting the Board of Selectmen award the maintenance and repair of the heating and air conditioning to **Reliable Oil** for the Youth Center, Senior Center and the Fire Department.

I am also requesting the Board of Selectman award the maintenance and repair of the heating and air conditioning to **SOLO Mechanical** for the Town Hall and Cragin Memorial Library.

Town of Colchester
 HVAC/Heating
 Repair and Maintenance
 June 7, 2011
 Bid Tabulation

Bidder	Town Hall heat/air	Senior Ctr	Youth Ctr	Cragin heat/air	Fire Dept heat/air	Maint Bldg
SOLO	500/1800	400	400	900/500	1000/200	300
Reliable	400/2000	350	200	900/300	800/200	150
SK	500/1700	400	400	780/480	1100/200	200
Johnson	1156/3116	563	563	1143/805	4849/205	563
Nutmeg						
Guarantee	1050/2750	1050	1050	1550/2150	2375/1750	635

CALL BACK/REPAIR

	Oil Reg	Oil OT	Air Reg	Air OT	Response Time
SOLO	\$84.00	\$126.00	\$84.00	\$126.00	2hr
Reliable	\$115.00	\$172.50	\$115.00	\$172.50	1hr
SK	\$108.00	\$162.00	\$108.00	\$162.00	2hr
Nutmeg	\$90.00	\$135.00	\$90.00	\$135.00	2hr
Guarantee	\$64.00	\$96.00	\$64.00	\$95.00	1 hr

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June 10, 2011

TO: Gregg Schuster
FROM: Greg Plunkett
RE: Security System Service and Monitoring

On June 7th we opened bids received for Security Systems Service and Monitoring. The RFP was mailed to four potential bidders as well as advertised in the newspaper and on the Town's website. We received six bids for Service and monitoring..

We request the Board of Selectmen award the contract for this service and for monitoring to American Alarm Company for 2011-2012.

Attached is a copy of the Bid Tabulation..

Town of Colchester
 Bid Tabulation
 Security System Service and Monitoring
 June 7, 2011

Service

	Town Hall	Police	Youth Ctr	Fleet M	Cragin	Total
American Alarm	\$180.00	\$120.00	\$180.00	\$180.00	\$180.00	\$840.00
Advanced	\$640.00	\$320.00	\$320.00	\$320.00	\$640.00	\$2,240.00
Data Conn	\$584.00	\$422.00	\$422.00	\$684.00	\$684.00	\$2,796.00
Reliable	\$250.00	nb	nb	\$150.00	\$150.00	\$550.00
ADT	Disqualified					
Chubb	\$375.00	\$225.00	\$225.00	\$225.00	\$225.00	\$1,275.00

Monitoring Continued

	Town Hall	Police	Youth Ctr	Fleet M	Cragin
American Alarm	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Advanced	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Data Conn	\$70.00	\$70.00	\$22.50	\$22.50	\$22.50
Reliable	\$19.95	nb	nb	\$19.95	\$19.95
ADT	Disqualified				
Chubb	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00

2011-2012
Security System
Call Back Rates

		Regular Time	Holidays
American Alarm		\$95.00	\$142.50
Advanced		\$80.00	\$165.00
Data Conn		\$70.00	\$105.00
Reliable		\$65.00	\$97.50
ADT		Disqualified	
Chubb		\$93.00	\$139.50

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June 10, 2011

TO: Gregg Schuster
FROM: Greg Plunkett
RE: Sprinkler System Service

On June 7th we opened bids received for Sprinkles System Service. We notified six contractors of the RFP, advertised in the newspaper. We received five bids for this service. Based on the bids received we recommend the following:

1. We recommend **MJ Daly** receive the contract to provide service and repair for the sprinkler systems for the Town of Colchester for the 2011-2012 year

Attached is a copy of the Bid Tabulation.

Town Of Colchester
 Bid Tabulation
 Sprinkler Service and Repair

June 7, 2011

Inspect and Test

Bidder	Town Hall	Cragin	Fire Dept	Totals
Chubb	\$750	\$750	\$725	\$2,225
P&J	\$1,450	\$1,450	\$950	\$3,850
Fire Protection	\$450	\$550	\$450	\$1,450
Cintas	\$600	\$580	\$1,150	\$2,330
MJ Daly	\$456	\$456	\$456	\$1,368

* Successful Bidder

Call Back Rates

Bidder		Holiday
Chubb	\$119.00	\$220.00
P&J	\$98.00	\$155.00
Fire Protection	\$110.00	\$165.00
Cintas	\$80.00	\$150.00
MJ Daly	\$106.00	\$184.00