

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

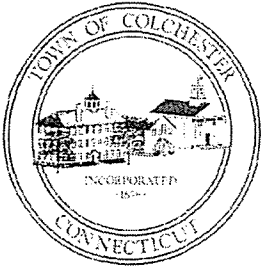
Board of Selectmen Regular Meeting Agenda Thursday, October 6, 2011 Colchester Town Hall

Meeting Room 1 – 7:00pm

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COLCHESTER, CT
2011 OCT - 3 PM 2:58
Gregg Schuster

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the September 1, 2011 Regular Board of Selectmen Meeting
4. Approve Minutes of the September 14, 2011 Tri-Board Meeting
5. Approve Minutes of the September 15, 2011 Regular Board of Selectmen Meeting
6. Citizen's Comments
7. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Agriculture Commission. Joanne Becker to be interviewed.
 - b. Fair Rent Commission. Member appointment for a two-year term to expire 10/31/2013. Kimberly Russo to be interview.
 - c. Fair Rent Commission. Member appointment for a two-year term to expire 10/31/2013. Samantha Van Zilen to be interviewed.
 - d. Building Commission. Discussion and Possible Appointment of Provisional Alternate.
 - i. Available Alternates: John Avery, Sharon Boski, Justin Bunton, Nancy Cordova, John Carroll, Robert Dennehy, Steven Kardys, Robert Sosnoski, William Sullivan
8. Budget Transfers
9. Tax Refunds & Rebates
10. Discussion and Possible Action on Sewer and Water Expansion
11. Discussion and Possible Action on Vehicle Lease-Purchase Contract
12. Discussion and Possible Action on Heating Oil Contract
13. Discussion and Possible Action on 9-1-1 Dispatch Contract with Colchester Emergency Communications, Inc.

14. Discussion and Possible Action on Engagement Agreement with Randi Frank Consulting
15. Discussion and Possible Action on Memorandum of Agreement Between the Town and MEUI, Local 506, SEIU, AFL-CIO, CLC
16. Discussion and Possible Action on Recreation Manager
17. Citizen's Comments
18. First Selectman's Report
19. Liaison Report
20. Executive Session to Discuss Contract Negotiations with Colchester Police Local 2693T AFSCME Council 15 & MEUI Local 506, SEIU, AFL-CIO, CLC (Administrators)
21. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Board of Selectmen Regular Meeting Minutes
Thursday, September 1, 2011
Colchester Town Hall**

Meeting Room 1 – 7:00pm

RECEIVED
COLCHESTER, CT
2011 SEP - 2 AM 10:05
New York
VANCE VERRA

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

OTHERS PRESENT: Gina Santos, Jim Paggioli, Dot Mrowka, Richard Kemmitt, and other citizens

- 1. Call to Order**
First Selectman G. Schuster called the meeting to order at 7:01p.m.
- 2. Additions to the Agenda**
None
- 3. Discussion and Possible Action on Connecticut Department of Emergency Management and Homeland Security Grant Program**
S. Soby moved to approve and authorize the First Selectman to sign all necessary documents, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
- 4. Discussion and Possible Action on UCFS Contract**
S. Soby moved to approve the UCFS contract and authorize the First Selectman to sign all necessary documents, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
- 5. Hurricane Irene and Storm Response Update**
First Selectman G. Schuster discussed in terms of hurricane Irene what steps were taken in regards to the preparation which began 4 to 5 days prior to the hurricane arriving and the steps that were taken throughout the days that followed. First Selectman G. Schuster also discussed in terms of communication what was accomplished. It seemed to be very effective. There were a few issues that will be looked into. First Selectman G. Schuster gave an update regarding Colchester storm clean-up. Daily flyers updating the

Colchester storm clean-up will be available at local businesses and at town hall. Jim Paggioli gave an update regarding CL&P crews in Colchester.

Board of Selectmen Regular Meeting Minutes continued

6. Citizens Comments

Colchester citizen, Richard Kemmitt, voiced his concerns regarding the effects of the aftermath of hurricane Irene. First Selectman G. Schuster stated, in terms of the restoration, he has been in contact with CL&P on a daily basis with little response in return. They are doing their best with the little resources that they have.

Colchester citizen, Tom Tyler, stated that he received the communications. Folks that he has spoken to in town have had very positive things to say in regards to the calls they have received. He works for a large utility company and stated that the magnitude of the info structure and the volume of work that has to be done and the safety of the workers is an overwhelming task.

Colchester citizen, Dot Mrowka, had a question regarding notification of when school will resume and how will it be communicated to the public. First Selectman G. Schuster stated that the Board of Education has notified the community and it has also been put in the flyers that are being handed out.

Colchester citizen, Herb Davis, stated that he thinks this has been a trying time for a number of people. He believes that the community should pull together to make things work in the absence of things working well. A good attitude needs to be had towards each other. He believes that things are going well.

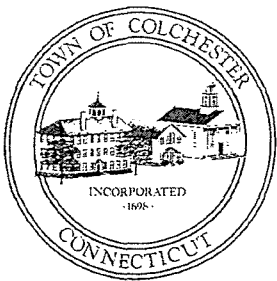
7. Adjourn

R. Coyle moved to adjourn at 7:48p.m., seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Note: This meeting was recorded by a digital audio recording system and is available through the Colchester First Selectman's office in accordance with the Freedom of Information Act.

Respectfully Submitted,

Gina Santos, Administrative Assistant



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectman, Board of Finance and Board of Education
Special Joint Meeting Minutes
Wednesday, September 14, 2011
Colchester Town Hall
Meeting Room 1 – 7:00 p.m.**

REVISED

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

BOARD OF EDUCATION MEMBERS PRESENT: Chairman Ronald Goldstein, Vice Chair Donald Kennedy, Michael Egan, Brad Bernier, John Reever

BOARD OF FINANCE MEMBERS PRESENT: Chairman Bruce Hayn, Vice Chair Rob Tarlov, Mike Caplet and John Ringo

MEMBERS ABSENT: Mary Tomasi, Robert Esteve and Cathy Pompei

OTHERS PRESENT: Gina Santos, Maggie Cosgrove and Gregg LePage, Town Treasurer

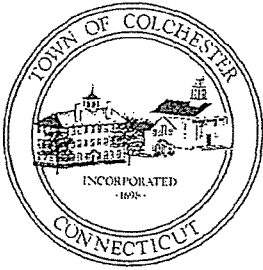
1. **Call to Order:** First Selectman G. Schuster called the Board of Selectmen to order at 7:01 p.m. Chairman R. Goldstein called the Board of Education to order at 7:01 p.m. Chairman B. Hayn called the Board of Finance to order at 7:01 p.m.
2. **Citizen's Comments:** None
3. **Review of GASB Statement #45 Requirements:** M. Cosgrove gave the board members a quick recap of the OPEB enactment plan and GASB statement. M. Cosgrove also presented the board with the requirements that are needed.
4. **Discussion and Possible Action on OPEB Enactment Plan:** Discussion was had and a decision was made to table the OPEB enactment plan until more information is gathered from other towns already involved and more CIP information can be presented to the board members.
5. **Adjourn:** Selectman R. Coyle moved to adjourn the Board of Selectmen at 8:04 p.m., seconded by First Selectman G. Schuster. Unanimously approved. MOTION CARRIED. Chairman R. Goldstein moved to adjourn the Board of Education at 8:04 p.m., seconded by Vice Chair D. Kennedy. Unanimously approved. MOTION CARRIED. Chairman B. Hayn moved to adjourn the Board of Finance at 8:04 p.m., seconded by R. Tarlov. Unanimously approved. MOTION CARRIED.

Note: This meeting was recorded by a digital audio recording system and is available through the Colchester First Selectman's office in accordance with the Freedom of Information Act.

Respectfully Submitted,

Gina Santos, Administrative Assistant

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COLCHESTER, CT
2011 OCT -3 PM 1:10
Gregg LePage



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Regular Meeting Agenda Thursday, September 15, 2011 Colchester Town Hall

Meeting Room 1 – 7:00pm

RECEIVED
TOWN OF COLCHESTER
SEP 16 2011
TOWN HALL

MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman James Ford, Selectman Greg Cordova, Selectman Rosemary Coyle and Selectman Stan Soby (via phone).

MEMBERS ABSENT:

OTHERS PRESENT: Derrik Kennedy, James Paggioli, Walter Cox, Don Lee, Ron Goldstein, Ryan Blessing, and other citizens.

- 1. Call to Order**
First Selectman G. Schuster called the meeting to order at 7:00 p.m.
- 2. Additions to the Agenda**
R. Coyle moved to add to the agenda item #7d, "Building Committee. Discussion and Possible Appointment of Members," seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
- 3. Approve Minutes of the August 18, 2011 Public Hearing**
G. Cordova moved to approve the minutes of the August 18, 2011 Public Hearing, seconded by J. Ford. R. Coyle abstained. Unanimously approved. MOTION CARRIED.
- 4. Approve Minutes of the August 18, 2011 Regular Board of Selectmen Meeting**
G. Cordova moved to approve the minutes of the August 18, 2011 Regular Board of Selectmen meeting, seconded by J. Ford. R. Coyle moved to amend the motion to add to the minutes under agenda item #6, "Selectman Coyle, who could not be in attendance tonight, requested that the board and commission interviews be recorded. The following board and commission interviews were recorded," seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
- 5. Approve Minutes of the September 1, 2011 Regular Board of Selectmen Meeting**
R. Coyle moved to approve the minutes of the September 1, 2011 Regular Board of Selectmen meeting with amendments to the minutes, seconded by J. Ford. Discussion on amendment. MOTION WITHDRAWN. Agenda item tabled until next meeting.
- 6. Citizen's Comments**
None.
- 7. Boards and Commissions – Interviews and/or Possible Appointments and Resignations**

- a. **Agriculture Committee. Jeff Savitsky to be interviewed.**
Jeff Savitsky was interviewed.
- b. **Building Committee. Joseph A. DeLucia, Jr. to be interviewed.**
Joseph A. DeLucia, Jr. was interviewed.
- c. **Building Committee. Steven Kardys to be interviewed.**
Steven Kardys was interviewed.

8. **Budget Transfers**
None.

9. **Tax Refunds & Rebates**

G. Cordova moved to approve tax refunds in the amount of \$105.54 to Glenn Lacerte, \$41.87 to Peter Mascaro, Jr., \$3.62 to Michael Misiewicz, \$56.09 to Candace Barnes, \$18.61 to Alisa Barnett, \$22.49 to MaryAnn Branciforte, \$66.18 to Harry Riley, \$20.68 to Paul or Maria Bates, \$1,533.71 to Christopher and Kelly Rapple, \$31.02 to Stephen or Andrea Sharpe, \$8.79 to Paul W. or Geri Anne Hunt, \$11.38 to Dawn Charbonnier, \$285.95 to Eleanor Bedell, \$46.01 to John F. Zeleznicky, \$45.49 to Nicholas Shkutzko, \$304.77 to William or Gertrude Bellavance, \$16.29 to Norman or Lydia Main, \$18.09 to Linda Santoro, \$49.89 to Nancy Stimson, \$93.84 to Todd Szoka, \$20.16 to Kenneth Avery, \$30.00 to Karl A Dunbar, \$16.28 to Cynthia or Clyde Costa, \$8.02 to Benjamin Duffy, \$18.10 to Kenneth Avery, \$26.11 to John Derezendes, \$29.99 to Sylvia Layne, \$193.61 to Honda Lease Trust, and \$5.94 to Ann Smyk; seconded by J. Ford. Unanimously approved. MOTION CARRIED.

10. **Discussion and Possible Adoption of Resolution Recognizing September 2011 as Leukemia, Lymphoma, and Myeloma Awareness Month**

J. Ford moved to accept the resolution recognizing September 2011 as Leukemia, Lymphoma, and Myeloma Awareness Month, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

11. **Discussion and Possible Action on Assistance to Firefighters Grant Program**

Fire Chief Walter Cox discussed the assistance to firefighters grant to the Board. R. Coyle moved to approve a federal grant submission by the Colchester Fire Department for the purchase of a SCBA Maze Training Trailer with associated confined space air-management equipment, the dollar amount not to exceed \$260,010, of which 95% is federal cost share and 5% is Town of Colchester cost share, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

S. Soby joined the meeting by telephone (conference call) at 7:29 p.m.

7d. Building Committee. Discussion and Possible Appointment of Members.

First Selectman G. Schuster invited R. Goldstein, Chairman of the Board of Education, to speak at-will on applicants and on recommendations to the Building Committee.

R. Coyle moved to appoint Theresa Hendrickson as a member of the Building Committee, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

S. Soby moved to appoint Anthony Tarnowski as a member of the Building Committee, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

R. Coyle moved to appoint Paul Picard as a member of the Building Committee, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

R. Coyle moved to appoint Pamela Scheibeliien as a member of the Building Committee, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

S. Soby moved to appoint Steven Wells as a member of the Building Committee, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

R. Goldstein discussed his, as a representative of the Board of Education, opinion on candidates.

R. Coyle moved to appoint Thomas Tyler as a member of the Building Committee, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

R. Coyle moved to appoint Joseph Ruiz as a member of the Building Committee, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

R. Goldstein thanked all that applied, on behalf of the Board of Education and Building Committee, for their applications and support of the project.

Discussion on provisional alternates, subject to Town Meeting vote. All selectmen were in favor of provisional alternates.

R. Coyle moved to appoint Joseph DeLucia, Jr. as a provisional alternate, subject to Town Meeting, to the Building Committee, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

S. Soby exited from the meeting at 7:52 p.m.

12. Discussion and Possible Action Memorandum of Agreement between the Town and Local 1303-254, AFSCME Council 4, AFL-CIO

J. Ford moved to approve the memorandum of agreement between the Town of Colchester and Local 1303-254, AFSCME Council 4, AFL-CIO and the job descriptions for Youth & Social Services Program Coordinator 1 and Program Coordinator 2, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

13. Citizen's Comments

None.

14. First Selectman's Report

First Selectman G. Schuster reported that he is still working with town staff and town counsel with regards to loitering on the town green; the town has received a number of bids regarding the lease/purchase option for vehicles with many attractive offers; there was a welcoming ceremony for firefighters from Colchester, England on Wednesday at Town Hall where we exchanged plaques; and there have been two applicants for the Fair Rent Commission where, if appointed, the commission could officially meet with three members..

15. Liaison Report

J. Ford reported that the Conservation Commission and the Historic District Commission cancelled their meetings. The Selectman reported that the Friends of Cragin Library scheduled their annual book sale for October 13-16. Information has also been given regarding the Dr. Cragin reading program.

R. Coyle reported that the Commission on Aging distributed flyers for their event at the Senior Center. The Center needs \$3,500 per year in donations to supplement the dial-a-ride program. A "Handyman Program" is being discussed to help seniors. The commission is starting to work on by-laws revisions.

16. Executive Session to Discuss Recreation Manager Position

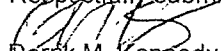
J. Ford moved to enter into executive session to discuss recreation manager position, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Entered into executive session at 8:05 p.m.
Exited from executive session at 8:10 p.m.

17. Adjourn

J. Ford moved to adjourn at 8:11 p.m., seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrick M. Kennedy

Executive Assistant to the First selectman

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

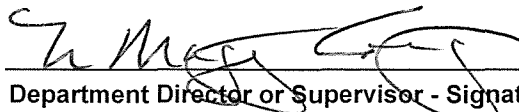
Department: Debt Service/Transfers

Reason for Request: 5 year Vehicle lease purchase agreement authorized in October 2011 with annual payments in arrears - first payment due in October 2012 (FY 2012-2013)

Reason for Available Funds: Funds included in FY 2011-2012 adopted budget for vehicle lease principal and interest payments

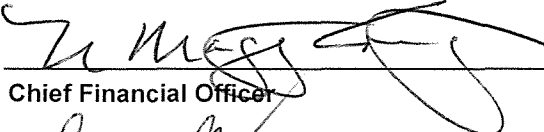
From:	Account Number	Account Name	Amount
	18101-49250	Debt Service - Lease principal payments	44,000
	18101-49255	Debt Service - Lease interest payments	6,000
To:	18501-50700	Transfer to Debt Service Fund	50,000

Sep 30, 2011
Date Requested



Department Director or Supervisor - Signature

Print Name N. Maggie Cosgrove, CFO

Sep 30, 2011
Date Reviewed


Chief Financial Officer

10/3/11
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: Senior Center

Reason for Request: Unexpected repair to dishwasher.

Reason for Available Funds: Cost of exterminator service is reduced to no cost. Co. being penalized by the state DEP.

From:	Account Number	Account Name	Amount
	44223	Service Contracts	654

To:	46224	Equipment Repairs	654

Aug 23, 2011
Date Requested

Department Director or Supervisor - Signature

Print Name Patti White

9/23/11
Date Reviewed

Chief Financial Officer

10/3/11
Date Approved

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

FY 11-12

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Police

Reason for Request: L.E.C. membership dues were higher than anticipated. Budgeted amount did not cover membership dues.

Reason for Available Funds: Hiring of one officer only for this budget year.

From:	Account Number	Account Name	Amount
	44208	Professional Services	199
To:	43258	Professional Memberships	199

7/28/11
Date Requested

[Signature] 213
Department Director or Supervisor - Signature

Print Name Sst Marc Petrucci

9/12/11
Date Reviewed

[Signature]
Chief Financial Officer

10/3/11
Date Approved

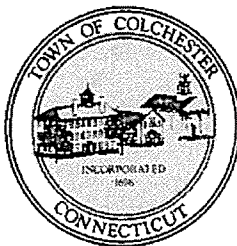
[Signature]
First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk



**N. Maggie Cosgrove
Chief Financial Officer
Finance Department**

Date: September 30, 2011

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Sovereign Leasing – Vehicle Lease Purchase Agreement

Background

Funding and authorization for the acquisition of the vehicles described in the attached documents was included in the FY 2011-2012 adopted budget approved at referendum on May 10, 2011.

The Town issued a Request for Proposal (copy enclosed) for tax exempt lease purchase financing on August 3, 2011 with responses due on August 30, 2011. Due to unforeseen circumstances resulting from Tropical Storm Irene, the actual opening of the bids was delayed as Town Hall operations were limited and it was necessary to independently confirm that all bids had been received prior to the deadline. A total of eleven bids were received with 5 year payment plan interest rates ranging from 2.042% to 4.220% (bid tabulation summary enclosed). All interest rate calculations and annual payment schedules were reviewed for accuracy by the Town's financial advisors at Webster Bank.

The submission by Chase Equipment Lease Finance included an exception to the RFP as follows: "The interest rate assigned will be at an index rate and not a fixed rate", and "The final interest rate will be determined three (3) days prior to funding...." The submission by Mears Motor Leasing reflects an incorrect principal amount to be financed by the lease, and therefore an incorrect payment schedule.

The bid has been awarded to Sovereign Leasing with a 5 year payment term at an interest rate of 2.090% and an annual payment in arrears of \$49,777.37. The amount included in the adopted budget is \$50,000 - since the first payment is due in October 2012, the funds included in the FY 2011-2012 budget will be transferred to the Debt Service Fund for the purpose of making the future debt payment. The lease agreement has been reviewed by the Town's legal counsel.

Recommendation

Adoption of resolution included as Exhibit E of Master Lease Purchase Agreement to approve entering into the lease agreement with Sovereign Leasing and authorization for the First Selectman to sign all necessary documents.

Schedule No. 000 of Lease Agreement 004-0001272
EXHIBIT E

LESSEE RESOLUTION

RE: Master Lease Purchase Agreement dated as of _____, between Sovereign Bank (Lessor) and Town of Colchester, Connecticut (Lessee) and Schedule No. 000.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. _____ to the Master Lease Purchase Agreement dated as of _____, between **Town of Colchester, Connecticut (Lessee) and Sovereign Bank (Lessor)**.

2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem (s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule.

Authorized Individual(s): _____
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Typed Name: _____ Title: _____
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Typed Name: _____ Title: _____
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

**TOWN OF COLCHESTER
REQUEST FOR PROPOSAL**

TAX EXEMPT LEASE PURCHASE

1. INTRODUCTION

Purpose

The Town of Colchester is soliciting bid proposals to provide tax-exempt lease purchase financing of 5 pickup trucks for the Public Works & Parks Maintenance departments, a compact tractor with loader for the Parks Maintenance department, and a 12 Passenger Van for the Youth Services department as follows:

- Three (3) new Ford F250 4x4 with plow attachment – Cost \$98,802
- One (1) new Ford F250 Crew Cab 4x4 with plow attachment – Cost \$36,406
- One (1) new Ford F250 Extended Cab 4x4 with plow attachment – Cost \$34,804
- One (1) new John Deere 4720 Tractor with John Deere 400X Loader – Cost \$44,000
- One (1) new Ford E-350 12 Passenger Van with trade and title – Cost \$20,000

Lease Requirements

Level annual payments to be made in arrears on the anniversary of the closing date of the loan each year until the loan is paid in full.

Each proposer shall indicate a fixed interest rate for a lease purchase agreement with a term of three (3), four (4) and five (5) years.

The Town will assume all maintenance, insurance and all other costs with respect to the property during the lease term.

At the conclusion of the lease purchase agreement, the Town shall own the items described above and financed by the agreement. Within five (5) days from receipt of the final payment, or any prepayment, the lessor shall release any security interest on the property financed under the lease agreement.

Prepayment

The Town shall have the option to prepay all or any portion of the outstanding amount of the lease purchase agreement at any annual payment date without prepayment penalty. Upon a prepayment of less than the entire outstanding amount of the lease purchase agreement, the lessor shall provide the Town with a restated payment schedule reflecting such prepayment.

Obligation Subject to Appropriation

The obligation of the Town to make payments under the lease purchase agreement shall constitute a current expense of the Town and shall not in any way be construed to be a debt of the Town, nor shall anything contained in the contract constitute a pledge of the full faith and credit of the general tax revenues or other funds of the Town. All obligations of the Town under the terms of the lease purchase agreement are subject to annual appropriation by the Town's governing authority. The lease purchase agreement must include a non-appropriation clause. The Town may terminate the agreement without penalty if the necessary funds are not appropriated.

Escrow Account

It is the Town's intent to have the option to advance its own funds to purchase the vehicles and equipment listed above, and use the lease purchase agreement proceeds to reimburse itself. The Town reserves the right to require an interest-bearing escrow account with interest earnings accruing for the benefit of the Town. Proposers are asked to include information in their proposal response concerning escrow funding programs available, along with all associated fees, if any, to be paid by the Town if it should choose this option and all investment parameters.

Interest Rate

The interest rate assigned to the lease purchase agreement shall be a fixed rate expressed in multiples of one-hundredth or one-eighth of one percent.

Legal Opinion and Tax Exemption

Execution and delivery of the lease purchase agreement will be subject to review and approval by the Town's legal counsel. The Town will pay for the cost of the review by legal counsel of all contract documents related to this lease purchase. All such documents shall be satisfactory to the Town and its legal counsel as to form and substance, within the sole discretion of the Town and its legal counsel.

The Town anticipates that: (1) the interest component of payments under the lease purchase agreement will be excluded from gross income for Federal income tax purposes, and (2) that the lease purchase agreement will NOT be designated by the Town as a "qualified tax-exempt obligation" for purposes of the deduction for Federal income tax purposes by financial institutions of a portion of interest expense allocable to tax-exempt obligations.

Bond Rating and Financial Statements

The Town's general obligation debt is currently rated Aa3 by Moody's.

Audited financial statements for the fiscal year ended June 30, 2010 are available on the Town's website and are posted on the MSRB Electronic Municipal Market Access system (EMMA).

2. PROPOSAL REQUIREMENTS

To be considered for selection, the following information must be included in the proposal:

- Introductory Section including cover letter signed by an authorized representative of the entity, the proposal's key points, why the entity should be selected, and any exceptions to the services requested by the Town.
- Detail of total cost of financing, including all fees.
- Entity qualifications to include the following:
 - Address and telephone number of the entity and location, if different from the main office
 - Identify entity's representative designated as the contact person for this financing
 - Experience in issuing various types of financings for a wide variety of asset types
 - Experience in municipal/government financing
- Identify the best and most appropriate lease financing terms and payment schedules
- Fixed interest rate(s) – rate should be available for not less than 30 days
- Amortization schedule based on lease term
- Detailed pre-payment terms
- Information concerning available escrow funding programs, along with applicable fees
- A statement as to whether the proposal is credit approved or subject to credit approval

- Listing of five or more current or past Connecticut municipal clients served, types of projects funded, and the type of financing vehicle used.
- Provide a draft lease agreement

3. **PROPOSAL SUBMISSION**

Proposals must be signed by an authorized member of the financing company, and the name, address and telephone number of a representative qualified to answer questions during the review process must be included.

Two copies of the proposal must be submitted to:

Gregg Schuster
First Selectman
Town of Colchester
127 Norwich Avenue
Suite 201
Colchester, CT 06415

Phone: 860-537-7220
Fax: 860-537-0547

All proposals must be received by 2:00 p.m. on Tuesday, August 30, 2011. Proposals submitted after the stated time and date will not be considered.

The Town reserves the right to accept or reject any and/or all proposals, to waive any and all informalities, defects or immaterial irregularities, and to request additional information or further clarification from proposing financing companies.

There is no guarantee that the Town will enter into a lease purchase agreement to fund the purchases noted above. The Town reserves the right to use other sources of funding for these purchases, and to negotiate the exact amount to be financed as well as the actual financing date with the successful proposer.

4. **EVALUATION CRITERIA**

The successful proposer will be chosen using the following criteria:

- Completeness of proposal
- Lowest overall interest rate
- Ease of administration by the Town
- Prior lease purchase experience and reputation
- Such other information as may be required by the Town having a bearing on selection of the successful proposer

5. **QUESTIONS**

All questions about this RFP must be submitted in writing to N. Maggie Cosgrove at mcosgrove@colchesterct.gov no later than Wednesday, August 17, 2011. All information given by the Town except by written addenda shall be informal and shall not be binding upon the Town nor shall it furnish a basis for legal action by a Proposer or prospective Proposer against the Town.

6. TERMS AND CONDITIONS

Participation or Public Distribution

The Town has not prepared an official statement or other offering materials in connection with this RFP and does not intend to prepare such materials in connection with the lease purchase agreement. Any preparation of such materials shall be the sole responsibility of the successful proposer, however, the Town shall have the right, but not the obligation, to review and approve such materials prior to their distribution to potential purchasers.

Any intent to offer interests in the lease purchase agreement must be specified in the proposal response. Any offering of fractionalized interests, certificates of participation, or other distribution of interests under the lease purchase agreement shall be offered in compliance with Securities and Exchange Commission Rule 15c2-12. Proposer should consult with their legal counsel as to the exact specifics of the Rule.

Indemnification/Hold Harmless

The lessor agrees that it shall indemnify, defend, and hold the Town harmless from and against any and all liability in any manner of claims, lawsuits, and damages for any type losses caused or alleged to be caused by, without limitation, with the sale or assignment of the lease purchase agreement or interests therein, or acts or omissions of the successful offeror, its employees, and invitees which arise out of the successful offeror's performance, or failure to perform as specified in the agreement.

Collusion

Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any respondent who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of such contract, the Town may cancel said contract without incurring liability, penalty or damages.

Freedom of Information

The Town will not be liable for any costs incurred in the preparation of the response to this Request for Proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

Lease Purchase Financing Proposal

Please provide the following information about your financing proposal. Proposals should be for three (3), four (4), and five (5) year terms. Amortization schedules should be submitted for each lease term for which a proposal is submitted. For comparison purposes only, the proposer should assume a dated date of September 1, 2011 for preparation of the amortization schedules.

	3 year term	4 year term	5 year term
Nominal interest rate	_____	_____	_____
Effective interest rate	_____	_____	_____
Total interest cost	_____	_____	_____
Escrow earnings rate	_____	_____	_____
Escrow fees	_____	_____	_____

Other relevant information:

Submitted by:

Authorized Signature:

(date)

September 28, 2011

Re: Town of Colchester, Connecticut Master Lease Purchase Agreement dated _____

Enclosed are the documents for the Master Lease Purchase Agreement between Town of Colchester, Connecticut and Sovereign Bank. Please have the responsible party execute the enclosed documents and return them to Sovereign Bank, 3 Huntington Quad Ste 101N., Melville NY 11747

To be completed and executed by an authorized representative of Town of Colchester, Connecticut:

- **Master Lease Purchase Agreement**. These are the terms and conditions which will control each Schedule executed under the Master Agreement. Please sign at the bottom.
- **Exhibit A: Description of Equipment**. This is an itemization of the Equipment to be purchased under this Agreement, which incorporates the terms and conditions of the Master Lease Purchase Agreement. Please verify the information is correct, and sign at the bottom.
- **Exhibit B: Schedule of Payments**. This shows the date each payment is due, the amount of each payment, including the interest and principal components, and the purchase price. Please verify this information is correct and sign at the bottom.
- **Internal Escrow Letter**. Must be on Town of Colchester, Connecticut Letterhead and signed at the bottom.
- **Exhibit C-2: Final Acceptance Certificate**: To be signed and returned to Sovereign Bank upon final delivery of Equipment listed on Exhibit A to release Escrow funds.
- **Exhibit E: Lessee Resolution**. This document confirms that the Governing Body has determined a true need exists for the equipment acquisition and that there has been an approved resolution adopted. This also provides for authorization for designated person to execute and deliver the agreement and schedules.
- **Exhibit F: Bank Qualified Certificate**. This document confirms that the Lessee designation with respect to Section 265 of the Internal Revenue Service Code as a Bank Qualified Issuer. Please verify this certification is correct and sign at the bottom.
- **Exhibit G: Agreement to Provide Insurance**. Please fill in the name, address and phone and fax numbers of the insurance agent. Please sign at the bottom that all information is accurate.
- **Exhibit H: Lessee Certificate**. Please complete this information and sign at the bottom.
- **Form 8038**. This form is to be filled out and signed. We will file it with the IRS. Please follow the separate instructions for this form.

To be executed by the attorney for Town of Colchester, Connecticut:

- **Exhibit D: Opinion of Counsel**. Please forward Exhibit D with a copy of all the documents, to your attorney for review & completion of Opinion of Counsel (on Attorney Letterhead). Your attorney can send the original directly to us, or deliver to you to be included with the rest of the package.

In addition to the documents listed above, please provide us, prior to funding, with the following:

- The Insurance Certificate naming Sovereign Bank and its Assigns as loss payee/additional insured.

Enclosures

MASTER LEASE PURCHASE AGREEMENT 004-0001272-000

Lessee
Town of Colchester, Connecticut
127 Norwich Ave
Colchester, CT 06415

Lessor
Sovereign Bank
3 Huntington Quadrangle, Suite 101N
Melville, NY 11747

Dated as of _____

This Master Lease Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires from time to time to lease the Equipment described in Equipment Schedules (each a "Schedule") to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of this Agreement, which are set forth below, and the applicable Schedule.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Lease Purchase Agreement.

"Budget Year" means the Lessee's fiscal year.

"Commencement Date" is the date when Lessee's obligation to pay rent begins.

"Equipment" means the items of Equipment listed on Exhibit "A" to each Schedule and all replacements, restorations, modifications and improvements.

"Lease" means this Agreement and an individual Schedule hereto, which shall collectively constitute the terms and conditions applicable to the lease of the Equipment subject thereto.

"Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement and a Schedule.

"Lessor" means the entity originally listed above as Lessor or any of its assignees.

"Lease Term" means the Original Term and all Renewal Terms applicable to a Lease.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget Year.

"Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B" to each Schedule made subject thereto.

"Schedule" means a schedule substantially in the form attached hereto and all exhibits thereto pursuant to which Lessor and Lessee agree to the lease of the Equipment described therein and which together with the terms of the Agreement applicable thereto constitutes an individual Lease.

"State" means the state in which Lessee is located.

II. Lessee Warranties

Section 2.01. With respect to each Lease, Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees:

- (a) Lessee is the State or a political subdivision of the State within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") or a constituted authority authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of the treasury regulations promulgated under the Code.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and each Schedule, and has used such authority to properly execute and deliver this Agreement and each Schedule. Lessee has followed all proper procedures of its governing body in executing this Agreement and each Schedule. The Officer of Lessee executing this Agreement and each Schedule has the authority to execute and deliver this Agreement and such Schedule. This Agreement and each Schedule constitute a legal, valid, binding and enforceable obligation of the Lessee in accordance with their terms.
- (c) Lessee has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement and each Schedule.
- (d) Lessee shall use the Equipment only for essential, traditional government purposes.
- (e) Should the Lessee cease to be an issuer of tax exempt obligations or if the obligation of Lessee created under any Lease ceases to be a tax exempt obligation for any reason, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield on any Lease to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Lessee has never non-appropriated funds under an agreement similar to this Agreement.
- (g) Lessee will submit to the Secretary of the Treasury an information reporting statement as required by the Code with respect to each Lease.
- (h) Upon request by Lessor, Lessee will provide Lessor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Lessee shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Lessee presently intends to continue each Lease for the Original Term and all Renewal Terms as set forth on Exhibit "B" to the Schedule relating thereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

Section 2.02. Escrow Agreement. In the event both Lessor and Lessee mutually agree to utilize an escrow account, then immediately following the execution and delivery of any Schedule, Lessor and Lessee agree to execute and deliver and to cause an escrow agent to execute and deliver an escrow agreement. Such Lease shall take effect only upon execution and delivery of the escrow agreement by the parties thereto. Lessor shall deposit or cause to be deposited with the escrow agent for credit to an equipment acquisition fund the sum specified in such Schedule which shall be held, invested and disbursed in accordance with the escrow agreement.

III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.01. Acquisition: Lessee shall advise Lessor of its desire to lease Equipment and of the desired lease terms. Upon agreement by Lessor and Lessee as to the lease of such Equipment and such terms, Lessee shall be solely responsible for the ordering of the Equipment and the delivery and installation thereof. Lessor shall furnish to Lessee a Schedule relating to such Equipment, which shall become effective upon the execution and delivery of such Schedule, all documents contemplated hereby and thereby with respect to such Schedule, and the earlier of Lessee's written acceptance of such Equipment or the deposit into escrow of moneys to pay for such Equipment as provided in Section 2.02. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor shall have concurred in writing to the lease of such Equipment.

Section 3.02. Rental Payments. Lessee shall pay Rental Payments exclusively to Lessor or its assignees in lawful, legally available money of the United States of America. The Rental Payments shall be sent to the location specified by the Lessor or its assignees. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date. The Rental Payments will be payable without notice or demand.

Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. With respect to each Schedule, upon 30 days written notice, Lessee shall have the option to pay, in addition to any

Rental Payment due thereunder, the corresponding Purchase Option Price which is listed on the same line on Exhibit B to such Schedule. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment subject to such Lease to Lessee.

Section 3.05. Lease Term. The Lease Term of each Lease shall be the Original Term and all Renewal Terms thereunder until all the Rental Payments due thereunder are paid as set forth in the applicable Schedule except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not terminated a Lease pursuant to Section 4.01 hereof then the Lease Term for such Lease shall be extended into the next Renewal Term and the Lessee shall be obligated to make the Rental Payments that come due during such Renewal Term.

Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term under any Lease, then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term with respect to such Lease. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under such Lease for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under such Lease regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment subject to such Lease to Lessor as provided herein and conveyed to Lessor or released its interest in such Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" to the Schedule for such Lease which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor or to a location designated by Lessor at Lessee's expense. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver such Equipment to Lessor, then Lessor may enter the premises where such Equipment is located and take possession of the Equipment and charge Lessee for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds, Indemnification

Section 5.01. Insurance. Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the term of any Lease. Lessee shall provide Lessor with a Certificate of Insurance, which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor.
- (c) Provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in (a) and (b) above. Lessee shall furnish Lessor evidence of such self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty 30 days advance notice to Lessor or its assignees. Lessee shall furnish to Lessor certificates evidencing such coverage throughout each Lease Term.

Section 5.02. Damage to or Destruction of Equipment. Lessee assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Lessee will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor.

Section 5.04. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any state or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Lessee which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses including reasonable attorneys' fees of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 with respect to such Lease or in the event Lessee defaults under Section 9.01 with respect to such Lease. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessor.

Section 6.02. Security Interest. To secure the payment of all Lessee's obligations under each Lease, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A" to each Schedule. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee agrees that Lessor or its assignee may execute such additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement and each Lease. Lessee authorizes Lessor to record such documentation as necessary for Lessor to perfect its security interest.

Section 6.03. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

VII. Assignment

Section 7.01. Assignment by Lessor. All of Lessor's rights, title and/or interest in and to each Lease may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a registered owner for lease participation certificates) by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due under each Lease to or at the direction of Lessor or the assignee named in the notice of assignment. Lessee shall keep a complete and accurate record of all such assignments.

Section 7.02. Assignment by Lessee. None of Lessee's right, title and interest under this Agreement, each Lease and in the Equipment may be assigned by Lessee unless Lessor approves of such assignment in writing before such assignment occurs and only after Lessee first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01. Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicles, then Lessee is responsible for obtaining such titles from the State and also for ensuring that Lessor is listed as first lien holder on all of the titles. Lessee shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" with respect to a Lease:

- (a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" to the Schedule for fifteen 15 days after such payment is due according to the Payment Date listed on Exhibit "B".
- (b) Failure to pay any other payment required to be paid under this Agreement and the Schedule at the time specified herein and therein and a continuation of said failure for a period of fifteen 15 days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement or the Schedule for a period of thirty 30 days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement or the Schedule which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement or the applicable Schedule.
- (e) Any provision of this Agreement or the Schedule which ceases to be valid for whatever reason and the loss of such provision, would materially adversely affect the rights or security of Lessor.
- (f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver or a custodian to manage its affairs. Lessee makes a general assignment for the benefit of creditors.

Section 9.02. Remedies on Default. Whenever any Event of Default exists with respect to any Lease, Lessor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating the Lease, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating the Lease, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment subject thereto to Lessor to a location specified by Lessor. Such delivery shall take place within 15 days after the event of default occurs. If Lessee fails to deliver such Equipment, Lessor may enter the premises where such Equipment is located and take possession of such Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of such Equipment, Lessee shall still be obligated to pay the remaining Rental Payments under the Lease due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to such Equipment caused by Lessee or its employees or agents.
- (c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. This Agreement and each Schedule shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

Section 10.03. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04. Amendments, Addenda, Changes or Modifications. This Agreement and each Lease may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 10.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.07. Entire Writing. This Agreement and all Schedules executed hereunder constitute the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or any Lease or the Equipment leased thereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement or any Lease will not be binding on Lessor and will not apply to this Agreement or any Lease.

Section 10.08 Choice of Law, Venue, and Jury Waiver, Jurisdiction and Venue. Lessee irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in New York, over any suit, action or proceeding arising out of or relating to this Agreement. Lessee irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Lessee hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Lessee's address shown in this Agreement or as notified to the Lessor and (ii) by serving the same upon the Lessee in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon Lessee.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lessee Town of Colchester, Connecticut

By: _____

Typed: _____

Title: _____

Lessor Sovereign Bank

By: _____

Typed: _____

Title: _____

Schedule No. 000
EXHIBIT A

DESCRIPTION OF EQUIPMENT OF LEASE AGREEMENT 004-0001272

RE: Master Lease Purchase Agreement dated as of _____, between Sovereign Bank (Lessor) and Town of Colchester, Connecticut (Lessee)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	Serial Number	Type, Make, Model
1		F-250 4x4 w/plow
1		E-350 Passenger Van
1		John Deere 400X Load
1		F-250 4x 4 w/plow
1		F-250 4x4 w/plow
1		F-250 Crew Cabw/plow
1		F-250 Ext Cab w/plow

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

BILLING ADDRESS: 127 Norwich Ave Colchester, CT 06415

GARAGING ADDRESS: 127 Norwich Ave Colchester, CT 06415

Lessee Town of Colchester, Connecticut

By: _____

Typed: _____

Title: _____

Lessor Sovereign Bank

By: _____

Typed: _____

Title: _____

Schedule No. 000 of Lease Agreement 004-0001272
EXHIBIT B

SCHEDULE OF PAYMENTS

Town of Colchester – Amortization Schedule

Closing Date: 10/07/11

Annual payments in arrears – first payment due 10/07/12

Totals:		\$248,886.85	\$14,874.85	\$234,012.00	Rate 2.0900%	
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	10/7/2011					\$234,012.00
1	10/7/2012	\$49,777.37	\$4,890.85	\$44,886.52	\$189,125.48	\$189,125.48
2	10/7/2013	\$49,777.37	\$3,952.72	\$45,824.65	\$143,300.84	\$143,300.84
3	10/7/2014	\$49,777.37	\$2,994.99	\$46,782.38	\$96,518.45	\$96,518.45
4	10/7/2015	\$49,777.37	\$2,017.24	\$47,760.13	\$48,758.32	\$48,758.32
5	10/7/2016	\$49,777.37	\$1,019.05	\$48,758.32	-\$0.00	-\$0.00

Lessee: Town of Colchester, Connecticut

BY: _____

TITLE: _____

DATE: _____

Internal Escrow Letter
(On lessee letterhead)

September 28, 2011

Sovereign Bank
3 Huntington Quadrangle, Suite 101N
Melville, NY 11747

Re: Schedule No. 000 dated _____, 2011 to Master Lease Purchase Agreement 004-0001265 dated _____, 2011 (the "Lease") by and between Town of Colchester, Connecticut ("Lessee") and Sovereign Bank ("Lessor").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing SEE EXHIBIT A (the "Equipment") in the amount of \$234,012.00 (the "Financed Amount"). Lessee hereby requests that Lessor retain \$234,012.00 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged to Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

Signature: _____

Name/Title: _____

Date: _____

PLEASE COMPLETE FOR FINAL ACCEPTANCE CERTIFICATE, AS RELEVANT FOR RELEASE OF ESCROW FUNDS

Re: Master Lease Purchase Agreement dated as of _____, between Sovereign Bank (Lessor) and Town of Colchester, Connecticut (Lessee) and Schedule No. 000 thereto.

FINAL ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 000 (the "Lease"). I hereby certify that:

1. All Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to the vendor the remaining net proceeds of the Lease by wire transfer or by check.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Lessee
Town of Colchester, Connecticut

BY: _____

TITLE: _____

Schedule No. 000 of Lease Agreement 004-0001272
EXHIBIT D

OPINION OF COUNSEL

(Must be Re-typed onto attorney's letterhead)

(Current Date)

Sovereign Bank
3 Huntington Quadrangle, Suite 101N
Melville, NY 11747

Re: Master Lease Purchase Agreement dated as of _____, between Sovereign Bank (Lessor) and Town of Colchester, Connecticut (Lessee) and Schedule No. 000 thereto dated as of _____.

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined the foregoing Agreement and Schedule (the "Lease") and such other opinions, documents and matters of law, as I have deemed necessary in connection with this Lease. Based on the foregoing, I am of the following opinions:

1. Lessee is the State or a duly organized political subdivision of the State within the meaning of Section 103 the Internal Revenue Code of 1986, as amended (the Code), or a constituted authority authorized to issue obligations on behalf of the State of a political subdivision thereof within the meaning of the treasury regulations promulgated under the Code.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease. The Lease and the other documents either attached hereto or required herein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms.
3. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
4. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment. All capitalized terms herein shall have the same meaning as in the foregoing Agreement.
5. The above opinion is for the sole benefit of the Lessor listed above and can only be relied upon by the Lessor or any permitted assignee or sub assignee of Lessor under the Lease.

Signature of Legal Counsel

Schedule No. 000 of Lease Agreement 004-0001272
EXHIBIT E

LESSEE RESOLUTION

RE: Master Lease Purchase Agreement dated as of _____, between Sovereign Bank (Lessor) and Town of Colchester, Connecticut (Lessee) and Schedule No. 000.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. ____ to the Master Lease Purchase Agreement dated as of _____, between **Town of Colchester, Connecticut** (Lessee) and **Sovereign Bank** (Lessor).

2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem (s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule.

Authorized Individual(s): _____
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Typed Name: _____ Title: _____
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Typed Name: _____ Title: _____
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

Schedule No. 000 of Lease Agreement 004-0001272
EXHIBIT F

BANK QUALIFIED CERTIFICATE

RE: Master Lease Purchase Agreement dated as of _____, between Sovereign Bank (Lessor) and Town of Colchester, Connecticut (Lessee) and Schedule No. 000.

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

By: _____
(Signature of individual authorized to execute this Exhibit)

Typed Name: _____
(Typed name of individual who signed directly above)

Schedule No. 000 of Lease Agreement 004-0001272
EXHIBIT G

AGREEMENT TO PROVIDE INSURANCE

Lessee:

Lessor:

Name: Town of Colchester, Connecticut:

Name: Sovereign Bank

Address: 127 Norwich Ave
Colchester, CT 06415

Address: 3 Huntington Quadrangle, Suite 101N
Melville, NY 11747

Phone: 860-537-7229

Description of Equipment:

Phone: 631-531-0600

Quantity	Serial Number	Type, Make, Model
1		F-250 4x4 w/plow
1		E-350 Passenger Van
1		John Deere 400X Load
1		F-250 4x 4 w/plow
1		F-250 4x4 w/plow
1		F-250 Crew Cabw/plow
1		F-250 Ext Cab w/plow

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.

NAME OF AGENT

INSURANCE COMPANY

Name: _____

Name: _____

Address: _____

Policy #: _____

Phone: _____

Lessee's Signature: _____

Schedule No. 000 of Lease Agreement 004-0001272
EXHIBIT H

LESSEE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of _____, between Sovereign Bank (Lessor) and Town of Colchester, Connecticut (Lessee) and Schedule No. 000 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 000 (the "Lease"). I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.
3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

4. The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:

5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:

Lessee
Town of Colchester, Connecticut

BY: _____

TITLE: _____

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority			If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Town of Colchester, Connecticut		2 Issuer's employer identification number (EIN) 06 6001974		
3 Number and street (or P.O. box if mail is not delivered to street address) 127 Norwich Ave		Room/suite	4 Report number (For IRS Use Only) 3	
5 City, town, or post office, state, and ZIP code Colchester, CT 06415		6 Date of issue 10/7/2011		
7 Name of issue		8 CUSIP number		
9 Name and title of officer of the issuer or other person whom the IRS may call for more information N. Maggie Cosgrove, Chief Financial Officer		10 Telephone number of officer or other person ()		

Part II Type of Issue (enter the issue price) See instructions and attach schedule			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	234,012 00
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/7/2016	\$	\$	2.96 years	2.0900 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest		22	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	
24 Proceeds used for bond issuance costs (including underwriters' discount)		24	
25 Proceeds used for credit enhancement		25	
26 Proceeds allocated to reasonably required reserve or replacement fund		26	
27 Proceeds used to currently refund prior issues		27	
28 Proceeds used to advance refund prior issues		28	
29 Total (add lines 24 through 28)		29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37a | | |
- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b Enter the final maturity date of the GIC ▶ _____
- 37 Pooled financings: **a** Proceeds of this issue that are to be used to make loans to other governmental units
- b If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____
- 38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
- 39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
- 40 If the issuer has identified a hedge, check box

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ ▶ _____ ▶ _____

Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer's Use Only

Preparer's signature ▶	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code ▶	EIN		
	Phone no. ()		

	3 year		4 year		5 year	
Bidder	Interest Rate	Annual Payment	Interest Rate	Annual Payment	Interest Rate	Annual Payment
Chase Equipment Finance	1.656%	\$80,600.85	1.846%	\$61,226.86	2.042%	\$49,708.15
Sovereign Leasing LLC	1.890%	\$80,970.95	1.990%	\$61,442.20	2.090%	\$49,777.37
Global Strategic LLC	2.150%	\$81,381.95	2.160%	\$61,695.91	2.250%	\$50,008.41
Municipal Leasing Consultants	2.410%	\$81,793.64	2.450%	\$62,129.67	2.470%	\$50,326.86
Midwest Leasing Inc.	2.539%	\$81,997.72	2.462%	\$62,147.90	2.495%	\$50,362.95
Sovereign Bank - Commercial Equip & Vehicle Finance	2.100%	\$81,303.00	2.400%	\$62,055.00	2.500%	\$50,370.35
Constant Capital (Capital One)	2.650%	\$82,174.25	2.680%	\$62,474.52	2.740%	\$50,718.86
Mears Motor Leasing	2.850%	\$70,941.49	2.950%	\$54,075.90	3.250%	\$44,257.13
Acme Auto Leasing	4.132%	\$83,073.00	3.738%	\$63,076.08	3.493%	\$51,076.68
Municipal Leasing Credit Corp.	3.850%	\$84,625.00	4.050%	\$64,958.00	4.110%	\$53,156.00
Constant Capital (Kansas State Bank)	3.970%	\$84,277.87	4.160%	\$64,711.25	4.220%	\$52,890.74

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

Department: Debt Service/Transfers

Reason for Request: 5 year Vehicle lease purchase agreement authorized in October 2011 with annual payments in arrears - first payment due in October 2012 (FY 2012-2013)

Reason for Available Funds: Funds included in FY 2011-2012 adopted budget for vehicle lease principal and interest payments

From:	Account Number	Account Name	Amount
	18101-49250	Debt Service - Lease principal payments	44,000
	18101-49255	Debt Service - Lease interest payments	6,000

To:	18501-50700	Transfer to Debt Service Fund	50,000

Sep 30, 2011
Date Requested


Department Director or Supervisor - Signature

Print Name N. Maggie Cosgrove, CFO

Sep 30, 2011
Date Reviewed


Chief Financial Officer

Date Approved

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk



**N. Maggie Cosgrove
Chief Financial Officer
Finance Department**

Date: September 30, 2011

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Contract with East River Energy – Heating oil

Background

Heating oil is purchased on the commodities market based on daily pricing, and therefore contracts must be executed at the time of purchase.

On September 22, 2011, the Finance Department obtained quotes from vendors and ordered the purchase from East River Energy of 48,698 gallons of heating oil at \$3.0213 per gallon (exclusive of Federal taxes). This represents approximately 28% of the total annual amount required for the Town and Board of Education and is estimated to cover deliveries from the date of the contract through December 31, 2011.

The attached contract was signed by the First Selectman on the date of purchase in order to lock in the pricing for the time period specified. The Finance Department continues to monitor heating oil prices for delivery during the remaining months of the fiscal year.

Recommendation

Approval of attached contract with East River Energy for the purchase of heating oil for the period September 22, 2011 through December 31, 2011.



East River Energy

· Premium Quality Fuel Oils · Natural Gas · Electricity · Bio Fuels · HVAC

September 22, 2011

Gregg Schuster
First Selectman
Colchester Town & Public Schools
127 Norwich Ave.
Colchester, CT 06415

SUBMITTED VIA ELECTRONIC MAIL

Dear Mr. Schuster:

East River Energy is pleased to confirm the following contract which has already been processed effective this date as per the telephone conversation between Ms. Eva Gallupe of the Town of Colchester and Colleen Canestrari of East River Energy.

East River Energy shall supply and the Town of Colchester and the Colchester Public Schools shall purchase the following as listed below.

Product	Contract Gallons	Contract Period	Fixed Price Per Gallon Excluding Taxes
#2 Heating Oil	48,698	9/22/2011-12/31/2011	\$3.0213

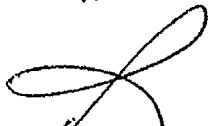
Please note that #2 heating oil is subject to L.U.S.T. of \$0.0010 per gallon and the Federal Spill Fund Recovery Tax of \$0.0019 per gallon.

East River Energy's payment terms are net 30 days.

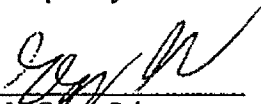
Please sign below where indicated along with Attachment A, and return to my attention via facsimile immediately.

Thank you for your valued business. I look forward to a mutually rewarding relationship.

Sincerely,


Donald M. Herzog
President & CEO

Accepted by:


Mr. Gregg Schuster
First Selectman
Dated: 9/22/11

Your Energy Partner

401 Soundview Road · P.O. Box 388 · Guilford, CT 06437-0388

203.453.1200 · 800.336.3762 · FAX: 203.453.3899

www.eastriverenergy.com

Est. 1984



East River Energy

· Premium Quality Fuel Oils · Natural Gas · Electricity · Bio Fuels · HVAC

Attachment A

The contract price contained and offered in this fixed price confirmation is based upon the sale of the quantity of contract gallons as stated in the specifications. In the event that the customer exceeds 100% of the contract gallons during the contract period, East River Energy reserves the right to (1) extend the contract under the same terms and conditions, or (2) change the contract price to Journal of Commerce New Haven Harbor Average plus \$0.15 per gallon. In the event that the customer purchases less than 100% of the contract gallons during the contract period, East River Energy reserves the right to (1) extend the contract under the same terms and conditions, (2) have the customer purchase at the contract price the difference between the contract gallons and the actual delivered gallons, or (3) terminate the contract. East River Energy will monitor consumption on a monthly basis. Storage fees or liquidation charges may apply. East River Energy reserves the right to allocate committed gallons on a pro-rata basis over the term of this contract. In addition, Bio-heat and Bio-Diesel Fuel may not follow the heating oil and diesel fuel markets. If a municipality requests #1 Diesel Fuel (Kerosene), it will be billed at the Journal of Commerce New Haven Harbor Average Posting, date of delivery, plus \$0.20 per gallon, plus applicable taxes, and those Kerosene gallons will not be deducted from the contracted allotment. In addition, East River Energy supplies additized diesel during the months of November through March.

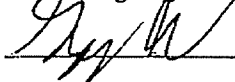
Customer agrees to the terms of sale as set forth in this proposal. If customer fails to pay within the terms of agreement, customer agrees that East River Energy has the right to charge, and customer agrees to pay, a finance charge of 1% per month on any unpaid balance. If East River Energy hires an attorney or collection agency to collect the amounts the Customer owes, Customer agrees to pay any costs and expenses, including reasonable attorneys' fees and/or collection agency fees, incurred in the collection of the account or in enforcing the Agreement. In addition, any credit balance remaining on an account will be applied to the following year's purchases. Please note that any change in State or Federal taxes over the course of the contract period will be passed down to the customer and customer will be responsible for payment on such new tax rate. In addition, the cost of a performance bond is \$15.00 per thousand.

East River Energy reserves the right to refuse to deliver to any tank, which, in its sole discretion, is deemed unsafe. Deliveries will resume once the problem is corrected. In the event a "run-out" occurs at a "will-call" tank, East River Energy reserves the right to levy a surcharge commensurate to the cost of providing immediate delivery, if one is requested. In the event a driver is re-routed due to a will call customer not taking the full load as ordered, East River Energy reserves the right to levy an additional delivery charge. In addition, if any special blended products are undeliverable by East River Energy in their entirety, as ordered, the customer will be billed for the full amount of bio-stock. Customer acknowledges that all tanks and piping are in good condition and meet all State and Federal regulations and specifications. Product samples, when requested, must come directly off of truck before delivery is made. East River Energy is not obligated to deliver to any tanks or locations other than what is stated in the agreement and/or bid specifications. In addition, East River Energy reserves the right to levy a fuel surcharge.

Force Majeure: East River Energy shall not be liable to the customer for any losses or damages to that customer in the event East River Energy is unable to fulfill its obligations under this agreement due to acts of God, fire, flood, war or any other causes beyond its control.

Please acknowledge acceptance where indicated below and return via facsimile immediately. We value your business and appreciate the opportunity to service your requirements.

Acknowledged by:

 Dated: 9/22/14

Your Energy Partner

401 Soundview Road · P.O. Box 388 · Guilford, CT 06437-0388

203.453.1200 · 800.336.3762 · FAX: 203.453.3899

www.eastriverenergy.com

Est. 1984



East River Energy

• Premium Quality Fuel Oils • Natural Gas • Electricity • Bio Fuels • HVAC

Attachment B

Please notify East River Energy if any tank is replaced, eliminated, or if there is construction work around a tank location. These changes or construction could affect scheduled delivery times, hose lengths, and fittings required to make the delivery. Demurrage may be assessed if delivery is delayed at your location by circumstances beyond our control. Please have your maintenance personnel keep the fills clear of ice and snow when necessary. East River Energy reserves the right to refuse delivery, at our sole discretion, to a tank that we believe to be unsafe. In the event of a spill not caused by our negligence or error, cost of clean up will be borne by responsible party.

Thank you for your attention to these matters. We look forward to providing the best service you have ever experienced with regard to oil deliveries.

Your Energy Partner

401 Soundview Road • P.O. Box 388 • Guilford, CT 06437-0388

203.453.1200 • 800.336.3762 • FAX: 203.453.3899

www.eastriverenergy.com

Est. 1984

Colchester Emergency Communications, Inc.
15 Old Hartford Road
P.O. Box 911
Colchester, CT 06415



August 22, 2011

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

RE: Contract Renewal for 911 Dispatch Service

Dear Gregg:

Enclosed is the contract renewal for emergency 911 dispatch service between Colchester Emergency Communications, Inc. and the Town of Colchester.

There are two copies for Town Seal and original signature. If in agreement, please sign and return both copies. Once the copies are signed by both parties I will return an original to your office.

If you have any questions or concerns please call.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard J. Grocki".

Richard J. Grocki
Manager
Colchester Emergency Communications, Inc.

860-267-7060
kxdispatch@aol.com

Enclosures:

Two duplicate 9-1-1 Contracts

CONTRACT FOR SERVICES

FOR

EMERGENCY COMMUNICATIONS CENTER
AND '911' TELEPHONE SERVICES

CONTRACT FOR MUNICIPAL SERVICES

(TOWN SEAL)

TOWN OF COLCHESTER, CT

FOR SERVICES PROVIDED BY:

COLCHESTER EMERGENCY COMMUNICATIONS, INC.
15 OLD HARTFORD ROAD
P.O. BOX 911
COLCHESTER, CT 06415

CONTRACT PERIOD JULY 1, 2011 - 2016

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I. PARTIES/CONTACTS

This Contract, effective as of July 1, 2011, by and between the Town of Colchester, CT (hereinafter referred to as "the Town"), a municipality organized and operating under the laws of Connecticut with Town Offices at 127 Norwich Avenue, CT, and Colchester Emergency Communications, Inc. (hereinafter referred to as "CEC"), a corporation organized and operated under the laws of The State of Connecticut, having as its principal place of business a facility at 15 Old Hartford Road Colchester, CT 06415.

All Notices hereunder shall be sent to the parties at the following address:

For CEC

Colchester Emergency Communications, Inc.
15 Old Hartford Road
P.O. Box 911
Colchester, CT 06415

For the Town of Colchester

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

Copy to:

Richard W. Tomc & Associates, P.C.
Attorneys at Law
P.O. Box 780
49 Main Street
Middleton, CT 06457

II. BACKGROUND

The Town has an ongoing need for emergency communications and 9-1-1 telephone support services. The services required are a vital part of the Town's emergency response and disaster preparedness system. CEC currently provides these services. The scope of this contract is directed entirely at the constant provision and monitoring of 9-1-1 services and notification of Town emergency response personnel as outlined in this Contract.

III. SCOPE OF WORK

The scope of the services contemplated in this contract includes continuous staffing and monitoring of 911 emergency telephone services for the entire Town, as well as notification and coordination with Town emergency response and municipal personnel as detailed in Section IV. The specific methods and procedures used in providing the services detailed herein shall be in the sole discretion of CEC and the local emergency service organizations participating therein, except that such services shall be rendered on a twenty-four hour per day, every day basis.

IV. SPECIFIC TASKS

CEC RESPONSIBILITIES

1. CEC shall equip and maintain an Emergency Communications Center within the Colchester area and in cooperation with the AT&T Telephone Company (SBC Connecticut).
2. CEC shall maintain necessary telephone equipment so that all emergency telephone calls made to the 9-1-1 emergency number or other designated emergency numbers by the residents of the Town requesting fire, police or ambulance services will be answered at the Emergency Communications Center.

3. CEC, upon receipt of any emergency call, shall, based on procedures to be established by CEC and the Town fire, police and ambulance organizations, immediately notify said organizations, and, in the case of fire and ambulance units, dispatch said units and maintain necessary mobile communications with them for the purposes of coordination and notification of other emergency service organizations, if needed.
4. CEC shall maintain all necessary equipment at the Emergency Control Center, train and hire necessary staff, and arrange and pay for emergency telephone service to the Emergency Communications Center.
5. During the period of performance of this contract, CEC shall hold public liability insurance, workmen's compensation, unemployment insurance, and any other form of insurance required by, or customarily carried by, organizations operating services of the nature detailed herein.
6. CEC shall, in December of each year, prior to the adoption of the Dispatch Center Budget, hold an annual budget meeting with the Chief Executive Officer or his designee and formally present the assessed cost for services for the Town for the ensuing fiscal year. The Chief Executive Officer or his designee shall be afforded the opportunity to review and audit costs and financial records of CEC.
7. The CEC Board of Directors shall not approve the Dispatch Center Budget prior to obtaining approval by a majority of the participating municipalities in the CEC service 911 service claimancy. Once approved by the participating municipalities, the Dispatch Center Budget shall provide the basis for cost for services for the following fiscal year.
8. CEC shall warrant services provided under this contract shall be satisfactory and adequate to meet the needs of the residents of the Town.

TOWN RESPONSIBILITIES

1. The Town, or local emergency service organizations(s) under its cognizance, shall maintain its own local radio equipment, local relay equipment, and local telephone service.
2. The Town shall, for the period of performance of this contract, designate CEC as its agent for the purposes of coordinating or changing emergency telephone numbers or switching equipment or billing information as may be necessary or requested by the AT&T Telephone Company (SBC Connecticut).

V. ACCEPTANCE OF SERVICES

Acceptance of services provided by CEC shall be when they are performed. Due to the critical nature of the services provided by CEC and their direct impact on public welfare and safety, any material failure by CEC to fulfill any of the CEC responsibilities detailed herein shall immediately constitute a material breach by CEC.

VI. PAYMENT SCHEDULE/TERMS

PAYMENT TERMS AND CONDITIONS

The annual payment for the 9-1-1 services contemplated under this contract shall be computed by apportioning the approved Dispatch Center Budget (net of non-member sources of revenue) among the participating municipalities in the CEC 9-1-1 service claimancy. Such apportionment shall be accomplished by the CEC Board of Directors, and shall be accomplished using factors that include fixed costs, relative call volume, and Town population. The proposed apportionment shall be made available to the Town during its opportunity to review the associated proposed Dispatch Center Budget for the same fiscal year, such that the Chief Executive Officer or his designee has the opportunity to review both the overall Dispatch Center Budget and the Town apportioned payment obligation prior to approving or disapproving the proposed Dispatch Center Budget.

Payments under this contract shall be assessed by CEC annually for the succeeding fiscal year (July 1 – June 30). CEC shall submit a quarterly invoice for 25% of the assessed annual payment. Payment is due to CEC within 30 days net of the date of invoice. No additional or supplemental costs incurred by CEC during the period of performance shall be billable to the Town, unless authorized by the Town. Interest shall run at the rate of one percent (1.00%) per month for any part of the assessment that remains unpaid 20 days after its invoice due date.

VII. PLACE OF PERFORMANCE

CEC will provide all services from its corporate location, and relevant communications facilities therein.

VIII. PERIOD OF PERFORMANCE

Services provided under this statement of work shall be provided in a base period commencing immediately upon award until 30 June 2016 in accordance with the contract details herein. An option of an extension of the period of performance for an additional five (5) years, on the same terms and conditions, may be exercised with a signed agreement to that effect executed by both parties no later than 31 December 2016.

IX. CONTRACTUAL CLAUSES

MERGER AND INTEGRATION

This Contract and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Contract, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may only be amended by a written document duly executed by all parties.

TERMINATION FOR CONVENIENCE / NOTICE

This agreement may be terminated for convenience by the Town. The Town shall provide 180 days written notice to CEC prior to exercising a termination for convenience. The Town shall be liable for its payments through the end of the fiscal year in which the 180 notice period ends. During the 180 day notice period, CEC will continue to provide 9-1-1 services to the Town as delineated in this contract.

SUCCESSORS

This agreement shall be binding upon the successors and assigns of the parties and may be modified or extended only by a further written amendment executed by the Parties hereto.

STATUTE OF LIMITATIONS

The parties to this Contract agree that any action in relation to an alleged breach of this Agreement shall be commenced within one year of the date of the alleged breach, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute.

TIME OF PERFORMANCE

Time is of the essence for the completion of the work described in this contract. The successful execution of the services contemplated in this Contract relies on vigilant, astute, timely provision of Services as detailed herein (or as modified by mutual consent of the parties). It is anticipated by the parties that all services described herein will be completed in accordance with this contract, and that any substantive delay in the delivery of services or payment for same pursuant to the terms described herein shall constitute a material breach of this contract.

SAVINGS CLAUSE

If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

CHOICE OF LAW/FORUM SELECTION

This Contract and its enforcement shall be governed by the laws of the State of Connecticut. The federal or state courts located in Connecticut shall have exclusive jurisdiction to hear any dispute under this Contract. The parties of this Contract expressly consent to the exercise of personal jurisdiction in the State of Connecticut in connection with any dispute or claim involving either party to the Contract.

SUPERSESION / MODIFICATION OF PREVIOUS AGREEMENT

This Contract contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements, contracts, and undertakings with respect thereto.

NON-WAIVER

The failure by one party to this Contract to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

X. AGREEMENT/SIGNATURE

The parties hereto have caused this Contract to be executed and witnessed in duplicate, as evidenced by their signatures of their duly authorized representatives/officers on this ___day of _____, 2011.

Town of Colchester, CT By: _____
Gregg Schuster
First Selectman

Colchester Emergency
Communications, Inc. By: _____
Samuel Totedo
President/CEO

On this the ____ day of _____, 2011, before me, the undersigned officer, personally appeared SAMUEL TOTEDO, who executed the foregoing instrument and acknowledged it to be his free act and deed, before me.

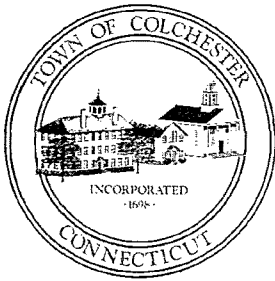
In Witness Whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:
Commission of the Superior Court

On this the ____ day of _____, 2011, before me, the undersigned officer, personally appeared Gregg Schuster, Town First Selectman, who executed the foregoing instrument and acknowledged it to be his free act and deed, before me.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:
Commission of the Superior Court



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: 10/4/11

Re: Human Resources Professional Recommendation

The Human Resource function for the town is done primarily out of the First Selectman's office. Over the last two budgets, funds have been shifted from legal to human resources in order to avoid having lawyers performing HR function. The 2011-2012 budget includes \$25,000 for HR services.

The Town went out to bid for qualifications for Human Resources services on June 9, with a bid closing date of July 1. The Town received four bids from Custom HR Solutions, Human Resources Consulting Group, Randi Frank Consulting, and The Lexington Group.

Of the companies that responded to the request for qualifications, two firms were asked to come in to interview with the management team: Randi Frank Consulting and Human Resources Consulting Group. The two other firms were not asked to be interviewed after careful consideration by the management team.

It was agreed upon that Randi Frank Consulting was the only firm that was qualified and represented what the Town is looking for in a human resources services at this time. The types of projects that Randi Frank is expected to work on include, but is not limited to:

- Review of personnel policies
- Revision of standard letters and forms
- Development of a time and attendance tracking system
- Investigation of alternative compensation methods for Fire Department volunteers
- Development of a manager/supervisor HR Guide
- Review of evaluation forms
- Accident/Incident investigation
- Review of job descriptions

Recommended Motion – “Move to authorize the First Selectman to execute the engagement agreement with Randi Frank Consulting.”

ENGAGEMENT AGREEMENT

Agreement dated as of October 3, 2011, by and between RANDI FRANK CONSULTING, L.L.C., ("Consultant") with its principal place of business located at 7 Promontory Drive, Wallingford, Connecticut, and Town of Colchester, 127 Norwich Ave, ("Client") of the Town of Colchester and State of Connecticut. In consideration of the covenant and agreements herein provided, the parties hereto agree as follows:

1. **Term of Agreement.**

1.1. Client hereby retains Consultant all in accordance with the terms and conditions hereof, for a term commencing October 3, 2011 (the "Commencement Date"), and continuing for a period of 30 Weeks (the "Engagement Period"), unless extended or sooner terminated as herein provided.

1.2 Both Randi Frank Consultants, L.L.C. and the Client hereby agree that this Agreement will not terminate for the first 10 weeks.

1.3 At least seven (7) days prior to the end of the Engagement Period, either party may give the other written notice of their intention not to renew or extend the Engagement Agreement. If such notice is given by either party, the Agreement shall terminate with no further liability of either party to the other. If no such notice is given, the Engagement Period will be extended to complete the Project without further notification and the dates contained herein will be automatically adjusted accordingly.

2. **Consulting Services.**

2.1 During the Engagement Period, Consultants shall provide the following services:

Human Resources Consulting Services and other professional consulting services as requested

Consultants shall report directly to the First Selectman, Gregg Schuster

2.2 During the Engagement Period, Consultants shall not be required to devote its entire business time, to the business of the Client, but shall faithfully and diligently perform the duties of the engagement and shall do all reasonably in its power to complete the Client's project in an efficient and timely manner.

3. **Compensation.**

3.1 The Client shall pay Consultant, as compensation for its services under this Agreement:

Consultant Fee \$85/hour plus unusual expenses (not travel expenses) as approved by the Town. Fee will be billed biweekly or monthly. Expenses will be billed monthly as expended. Town will make payments within 30-45 days of receipt of invoice. Contract is for 8 hours a week for a maximum of 30 weeks (averaging \$680/week with a maximum payment for whole contract of \$20,400)

Any payment not made pursuant to the above schedule shall accrue interest at the rate of Fifteen (15%) Percent per annum.

4. **Binding Effect; Benefits.**

4.1 This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns or legal representatives.

4.2 In the event either party is in breach hereunder the prevailing party in any action taken to enforce this agreement shall be entitled to a reasonable attorney's fee and court costs.

5. **Notices.**

5.1 All Notices and other communications which are required or permitted hereunder shall be in writing and shall be sufficient if delivered or mailed by registered or certified mail, postage prepaid, to the following addressed

or such other address as any party hereto shall have specified by notice in writing to the other party hereto:

If to Consultant: Randi Frank, Managing Member
 Randi Frank Consulting, L.L.C.
 7 Promontory Drive
 Wallingford, CT 06492

If to Client: Gregg Schuster
 First Selectman
 127 Norwich Ave
 Colchester, CT 06415

All such notices and communications shall be deemed to have been received on the date of delivery thereof or the Fifth business day after the mailing thereof, whichever is earlier.

6. **Entire Agreement.**

6.1 This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

7. **Amendments and Waivers.**

7.1 This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. The waiver by any party hereto of a breach of any term or provision of the Agreement shall not be construed as a waiver of any subsequent breach.

8. **Section and Other Headings.**

8.1 This Section and other headings contained in the Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement or to control or affect the meaning or construction of any provision of this Agreement.

9. **Severability.**

9.1 If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or enforceability with all remaining terms and provisions of this Agreement to continue in full force and effect.

10. **Governing Law.**

10.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

CONSULTANT: Randi Frank Consulting, L.L.C.

BY: _____

CLIENT: Gregg Schuster, First Selectman

BY: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hollis D. Segur, Inc. 156 Knotter Drive P.O. Box 400 Cheshire, CT 06410	CONTACT NAME: Alicia Flanders PHONE (A/C, No, Ext): 203 699-4500 FAX (A/C, No): 203 271-7081 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Randi Frank Consulting, LLC 7 Promontory Dr. Wallingford, CT 06492	INSURER A: Hartford Casualty Ins. Co. 29424	
	INSURER B: USLI Companies	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		31SBAUI8735	07/02/2011	07/02/2012	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$10,000
						PERSONAL & ADV INJURY \$2,000,000
						GENERAL AGGREGATE \$4,000,000
						PRODUCTS - COMP/OP AGG \$4,000,000
						\$
						\$
						\$
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y / N				WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		SP102220	07/10/2011	07/10/2012	\$1,000,000 Limit \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is included as Additional Insured on the above General Liability policy when required by written contract regarding services provided by the Named Insured.

CERTIFICATE HOLDER Town of Colchester 127 Norwich Ave. Colchester, CT 06415	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Nancy B. Cosgrove</i>
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MEMORANDUM OF AGREEMENT

This Agreement is reached by and between the Town of Colchester ("Town") and MEUI, Local 506, SEIU, AFL-CIO, CLC, representing the Transfer Station, Parks and Recreation, Highway Crew, Fleet Maintenance and Water Department employees ("Union").

WHEREAS, the Town and Union are parties to a Collective Bargaining Agreement covering the period of July 1, 2010 through June 30, 2013; and

WHEREAS, due to certain anomalies in the Step Schedules contained in Appendix A of the Collective Bargaining Agreement, presently John Jones, who was recently promoted from the position of Maintainer III to the position of Assistant Road Foreman is earning less than some of the employees he supervises and less than the rate he would have been earning had he not left his prior position of Maintainer III.

NOW THEREFORE, the parties hereby agree as follows:

The rate of pay for John Jones shall be increased from his current rate of Twenty-Two Dollars and Thirty-Four Cents (\$22.34) an hour (Step 4 of Assistant Road Foreman position) to Twenty-Three Dollars and Twenty-Three Cents (\$23.23) an hour (Step 6 of Assistant Road Foreman position) effective retroactive to July 1, 2011.

The parties agree that this Agreement shall be non-precedent setting for any other purposes and shall not be used by either party to establish a practice with regard to any other circumstances between the parties.

The parties have reached this Agreement as of this ____ day of September, 2011.

TOWN OF COLCHESTER

MEUI, LOCAL 506, SEIU, AFL-CIO, CLC