

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

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COLCHESTER, CT

2012 AUG 13 PM 12:11

Hancy A. Bray
HANCY A. BRAY
TOWN CLERK

**Board of Selectmen Agenda
Regular Meeting
Thursday, August 16, 2012
Colchester Town Hall**

**Meeting Room 1
at 7:00PM**

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the August 2, 2012 Commission Chair Meeting
4. Approve Minutes of the August 2, 2012 Regular Board of Selectmen Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Planning & Zoning Commission. Alternate vacancy to be filled for a three-year term to expire 12/31/2014. Nathaniel Shiff was interviewed on 8/02/2012.
 - b. Parks & Recreation Commission. Alternate vacancy to be filled for a three-year term to expire 11/30/2015. Tracy Loskant to be interviewed
 - c. Fair Rent Commission. Member vacancy to be filled for a two-year term to expire 4/31/2014. Steven J. Durel to be interviewed.
7. Budget Transfers
8. Tax Refunds & Rebates
8. Discussion and Possible Action on Discontinuance of Portion of Reservoir Road
9. Discussion and Possible Action on Reorganization of Facilities and Public Works
10. Discussion and Possible Action on Senior Center Contract/Making Memories Program

11. Discussion and Possible Action on Fire Works Contract for 57Fest

12. Discussion and Possible Action on a Main Street Investment Grant (MSIG)

13. Discussion and Possible Action on Ordinances
 - a. Sunday Alcohol Sales
 - b. Open Space Advisory Board
 - c. Building Permit Fees
 - d. Curfew

14. Citizen's Comments

15. First Selectman's Report

16. Liaison Report

17. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Commission Chairman Regular Meeting Minutes
Thursday, August 02, 2012
Colchester Town Hall – 7:00 PM
Meeting Room 1

NANCY A. BRAY
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MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman James Ford, Selectman Stan Soby, and Selectman Rosemary Coyle.

MEMBERS ABSENT: Selectman Greg Cordova

OTHERS PRESENT: J. Paggioli, Walter Cox, Don Lee, Rob Tarlov, Marc Tate, Sal Tassone, T. York, Dave Anderson, Merja Lehetinen, Tom Tyler, and other citizens.

1. **Call to Order**

First Selectman G. Schuster called the meeting to order at 7:01 p.m.

2. **Commission Updates – Commission Chairs**

Dave Anderson reported that the **Board of Assessment Appeals** has had requests from taxpayers in town to have their assessments lowered because of neighboring properties that have abandoned cars and junk on the property. He asked the Board of Selectmen to consider instituting a Blight Ordinance to help clean up the properties that have become junkyards.

First Selectman G. Schuster read a written report by Ron Goldstein regarding the activities of the **Board of Education**. (attached)

Rob Tarlov, reported that the **Board of Finance** has started working on next year's budget and how to improve communications with Colchester citizens about the budget and encouraging attendance at the Budget Forums. The Board is currently working with the Board of Education to create a Health Insurance Funding Policy and a Capital spending plan. The Board is also working with the Board of Selectmen and the Board of Education on the energy audit, and also a Contingency Policy.

Thomas Tyler reported that the **Building Committee** had been meeting bi-weekly, but because of the lightning of the workload, now meet once a month. The Committee has met with the School Facilities personnel to show them the ideas for the school portion of the project. The Committee is looking for some input from the Board of Selectmen, Board of Education and the Board of Finance regarding the financing of this project. The architect is at 80% completion of the project. Interviews of Town, the Senior Center and school staff were conducted for their input for the schematic design. The architects have provided schematic designs for the Building Committee's review. The Building Committee is working on finishing the architect's schematic design review and have drafted a communications plan and when completed implement it so that they can begin educating the public about this project.

Merja Lehetinen reported that the **Cable Advisory Committee** was advised that Comcast has a program that allows families whose children are on the lunch program to sign up for cable television at the cost of \$9.95 per month. She asked that this information be disseminated by the school system to those eligible for this offer. She also reported that the Statewide Advisory Committee has grants available for technology grants. There are also Home Land Security/First Responders grant to promote communications such as public access television. She said for further information about the grants is available on the Public Utilities Regulatory Authority (PURA) State of CT website.

First Selectman G. Schuster read a written report by Steve Cohn regarding the activities of the **Economic Development Commission**. (attached)

First Selectman G. Schuster read a written report by Genna Bell regarding the activities of the **Ethics Commission**. (attached)

First Selectman G. Schuster read a written report by Nick Norton regarding the activities of the **Open Space Advisory Committee**. (attached)

First Selectman G. Schuster read a written report by Joe Mathieu regarding the activities of the **Planning and Zoning Commission**. (attached)

First Selectman G. Schuster read a written report by Lori Robinson regarding the activities of the **Zoning Board of Appeals**. (attached)

No Report Received from:

Liz Gilman concerning the **Agriculture Commission**
Kevin Dalton concerning the **CHVFD Tax Exemption Commission**
Rose Levine concerning the **Commission on Aging**
Falk von Plachecki concerning the **Conservation Commission**
Jack Faski concerning **Fair Rent Commission**
Ellen Sharon concerning **Historic District Commission**
Jan LaBella concerning **Housing Authority**
Nick Norton concerning **Open Space Advisory Committee**
Sean O'Leary concerning **Parks and Recreation Commission**
Robert Parlee concerning **Police Commission**
Brenden Healy concerning **Police Retirement Board**
Rich LeMay concerning **Sewer & Water Commission**
Tom St. Louis concerning **Youth Services Advisory Board**

3. Adjourn

R. Coyle moved to adjourn the Commission Chair Meeting at 7:21 p.m., second by J. Ford.
Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Gail Therian
Clerk

REPORT OF THE BOARD OF EDUCATION

August 2, 2012

The Board of Education has had a busy few months. After a successful close to the school year and graduation for 242 students, Superintendent Loïselle Goodwin announced her intention to retire. Since the time of that announcement, she was offered a position as Principal of Fishers Island School on Fishers Island, NY. She has asked to be released from her position here in Colchester "sooner than later" so that she can start her new position on Fishers Island. Karen will work with us to ensure a smooth transition and she will remain here as long as necessary to complete important initiatives and projects. However, we anticipate she will be leaving near the start of the school year.

The Board appointed Jeff Mathieu, current principal of Bacon Academy, to be our new Superintendent, effective when Karen leaves. To take Jeff's position as principal, the Board appointed Mark Ambruso, currently the Assistant Principal at Bacon, as Interim Principal. Mark's position as Assistant Principal will be filled by the administration prior to the start of school.

With the quality leadership Karen provided for so many years, the Board is confident that we have a team in place that will maintain the District's momentum toward excellence.

Preparations for the start of school are underway. The Administrative Retreat will be next week, and our education leaders will use that time to consider District priorities. This year we are also planning to engage the Community in a Strategic Planning process. The last strategic plan we did was five years ago. We will be actively seeking community participation and input in helping us develop a plan to guide the District for the next five years.

Thank you.

Economic Development Council
Commission Chairman's Report
August 2, 2012

Due to scheduling conflicts, EDC has cancelled this month's meeting but we did convene recently in July to discuss current and future initiatives. The EDC agreed to remove one member due to lack of attendance, leaving our commission with five active members. I have spoken with a potential new member, Chris Connolly, referred to us by Greg and Chris is interested in becoming a commission member. We plan to meet Chris in person in the near future and hope to add him to the EDC.

Future initiatives for the EDC are:

C-TIP expansion: We will be calling other town's EDC or Economic Development Coordinators to learn more about the financial incentives they have offered new or expanding businesses as we want to make the C-TIP a bigger draw. Once we gather data we can make recommendations on future C-TIPS.

C-TIP format: The commission will review and edit as desired the current C-TIP document to streamline the application process. We last revamped in a couple of years ago.

EDC Activity: in our September meeting we plan to set our initiatives for the remainder of calendar year 2012, as well as long term goals. Sample initiatives include submitting informative, educational articles in the local newspapers about economic development, forge a stronger relationship with the CIBA, marketing the town to new businesses and trade show attendance. The EDC is also working with Adam Turner regarding additional ideas around streetscape projects.

Submitted by Steven Cohn, EDC Chairman
August, 2012

COMMISSION CHAIR MEETING

THURSDAY, APRIL 19, 2012

ETHICS COMMISSION

The Ethics Commission has had no complaints or requests for advisory opinions since the last report. The Commission currently has two vacancies. In addition, we have a commissioner who is serving overseas. Consequently, we have had to cancel the last few meetings for lack of quorum. The Commission had a presence at the recent volunteer fair but was not able to identify any prospective members. We would appreciate any and all efforts to ensure that the Ethics Commission is fully staffed.

Respectfully submitted,

Genea Bell

Chair, Colchester Ethics Commission

Open Space Advisory Committee continues to review prospective open space activity.

Staff is perfecting and completing mapping of all open space in the Town.

Nick Norton, Chairman

PLANNING & ZONING COMMISSION UPDATE

Dear Selectmen,

- The Planning and Zoning Commission now has a full compliment of regular members with the appointment of Chris Bakaj to the board. We have one vacant alternate position that we are looking to fill.
- We continue to make progress with revisions to the Zoning Code. Staff has finalized a first draft of the regulations and distributed it to the Commission at our meeting yesterday for review and comment over the coming month. Subsequent to this review, the draft will be circulated to other Boards and Commissions for comment and then will be shared with the public in informal feedback sessions. Our plan is to commence formal public hearings in the November/December time frame.
- Staff has begun working on updates to the Plan of Conservation and Development and revisions to the Subdivision Regulations. We will take these up as a Commission once when we have concluded our work with the Zoning regulations.
- In terms of improvements, the water and sewer line extension work is scheduled to begin in early August. As you know, this will heighten the development potential of the surrounding area and allow dependent projects to move forward.

Feel free to contact me directly with any questions.

Regards

Joe Mathieu
Chair

COMMISSION CHAIR MEETING

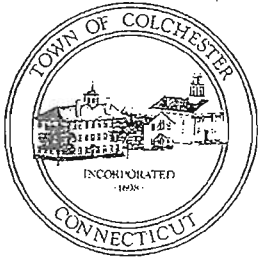
THURSDAY, APRIL 19, 2012

ZONING BOARD OF APPEALS

- The Zoning Board of Appeals has not met since October 2012, due to lack of applications to consider
- As soon as we have an application and meet, the first item on that agenda will be to elect officers
- The ZBA has five members, but we do not have any alternates, which puts us at risk of being able to hear an application with board member present.

Respectfully Submitted,

Laurie Robinson



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, August 02, 2012
Colchester Town Hall – 7:00 PM
Meeting Room 1

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

MEMBERS ABSENT: Selectman Greg Cordova,

OTHERS PRESENT; Gail Therian, Jim Paggioli, Marc Tate, Sal Tassone, R. Tarlov, W. Cox, D. Lee, T. York, Dot Mrowka, Nancy Bray and other citizens.

1. Call to Order

First Selectman G. Schuster called the meeting to order at 7:21 p.m.

2. Additions to the Agenda

G. Schuster asked that Item 15 – Discussion and Possible Action on Personnel Policy be eliminated and the agenda renumbered appropriately, as D. Kennedy was not present at this meeting.

J. Ford moved to eliminate Item 15 and renumber the agenda accordingly, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

3. Approve Minutes of the July 19, 2012 Regular Board of Selectman meeting

R. Coyle moved to approve the minutes of the July 19, 2012 Regular Board of Selectmen meeting, seconded by S. Soby. Unanimously approved. MOTION CARRIED

4. Citizen's Comments-

None

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

a. Parks & Recreation Commission. Alternate Vacancy to be filled for a three-year term to expire 10/01/2015.

G. Schuster said that J. Carroll, who interviewed for this position at the last meeting, has not had an opportunity to speak with the Chairman of the Parks and Recreation Commission and suggested that the decision be delayed at this time. No action taken.

b. Planning & Zoning Commission. Alternate vacancy to be filled for a three-year term to expire 12/31/2014. Nathaniel Shiff to be interviewed.

Nathaniel Shiff interviewed for this position.

6. Budget Transfers

None

7. Tax Refunds & Rebates

None

TOWN CLERK
NANCY A. BRAY

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8. **Discussion and Possible Action on Discontinuance of Portion of Reservoir Road**
G. Schuster said that this item needs to be sent to the Planning and Zoning for their work to be completed. S. Tassone reviewed his memo regarding the discontinuance of a portion of Reservoir Road and his recommendations. Discussion followed. No action taken.
9. **Discussion and Possible Action on IT Job Descriptions**
S. Soby moved to approve the IT/GIS Coordinator and Computer Network Technician job description as presented, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
10. **Discussion and Possible Action on SAFER Grant**
Chief W. Cox explained that the SAFER Grant is intended to create a net increase in the number of trained and certified competent firefighters. This is a four year grant and the new application is for \$90,000. Deputy Fire Chief Donald Lee explained the breakdown of the \$60,000 current grant. S. Soby asked for statistics for the success of the current four year program. This will be provided. R. Coyle moved that the Colchester Hayward Volunteer Fire Department apply for the SAFER Grant at the \$90,000 level and go forward with it, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
11. **Discussion and Possible Action on Town Hall hours**
G. Schuster said that the Town Hall Hours analysis has been completed. Based on this information he sees no reason to make any changes to the current hours. No action taken.
12. **Discussion and Possible Action on Reorganization of Facilities and Public Works**
R. Coyle commented on why the positions are being restructured, the funding of the positions and the proposed workload on the Public Works Director. J. Ford commented on the educational requirements of the Public Works Director. J. Paggioli explained the breakdown of the duties and will provide an organizational chart. No action taken.
13. **Discussion and Possible Action on Energy Performance Contract**
J. Ford commented on the funding for the Energy Performance Contract. First Selectman Schuster will provide further information. No action taken.
14. **Discussion and Possible Action on Ordinances**
First Selectman Schuster said that he was bringing several new and revised ordinances to the Board for discussion and possible action at a future date. Once the discussions are completed, the ordinances will be forwarded to Town Counsel for their review and finally to be approved at a Town Meeting.
 - a. **Sunday Alcohol Sales**
First Selectman Schuster said that the changes to this ordinance would be that sales would be permitted in accordance with the State Statutes. No action taken.
 - b. **Open Space Advisory Board**
First Selectman Schuster said that the current make up of the committee does not conform with what is allowable by the Town Charter. The proposed ordinance would eliminate the town staff members and change the existing two members at large to five members at large. Discussion followed. No action taken.
 - c. **Building Permit Fees**
First Selectman Schuster said that the Planning & Zoning Commission had forwarded the recommendation to the Board of Selectmen to address the problem of work being conducted without permits. R. Coyle commented on the severity of these penalties. T. York, Building Official had comments and questions on this ordinance. Discussion followed. Research information will be presented to the Board members at a later meeting. No action taken.
 - d. **Curfew**
First Selectman Schuster said that the proposed ordinance is for a limited curfew for minors on certain town and school properties. The ordinance had been drafted by the Town Counsel and

had been reviewed by the Police Commission. He mentioned that this proposed ordinance was not without potential problems. Discussion followed. First Selectman Schuster will make the audio portion of the Police Commission meeting that this ordinance was discussed available to Board members. No action taken.

15. Discussion and Possible Action on Personnel Policy

a. Section II, pages 23 – 26 (2nd Reading)

b. Section II, pages 26 – 29 up to FMLA (1st Reading)
This item was eliminated from the agenda.

16. Citizen's Comments

D. Mrowka commented on the use of donations for administrative costs and that the Town should fund positions through the budget.

17. First Selectman's Report

First Selectman G. Schuster reported that Reed Gustafson, Fire Marshal celebrated his 25th anniversary of employment with the Town last week. A Statewide emergency drill was held between Saturday, July 28th and Tuesday, July 31st which Colchester participated. There are a few inadequacies at the Emergency Operation Center which should be addressed such as the upgrading of the phone system. He said that the Superintendent of Schools Karen Loïselle Goodwin may be leaving by the end of the month, but he will be meeting with Jeff Mathieu, who will be the new Superintendent of Schools and he expects a smooth transition.

18. Liaison Report

S. Soby reported that the Police Commission is putting together specifications for the new vehicle. They are looking at using existing equipment items but in doing so they found that current equipment may not be compatible with the newer equipment. They are working on a plan to address this issue.

19. Adjourn

R. Coyle moved to adjourn at 8:38 p.m., seconded by S. Soby. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Gail Therian
Clerk



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Attorney John W. Butts
151 Broadway
Post Office Box 270
Colchester, CT. 06415

Re: Proposed Discontinuance, Unpaved Portion of Reservoir Road between Norwich Reservoir and Scott Hill Road

Dear Attorney Butts,

At its regular meeting of August 2, 2012, the Colchester Board of Selectmen received and discussed your referenced request. A decision was made to table the matter pending action from the Planning & Zoning Commission, which, in accordance with CGS 8-24 is scheduled to review and report on the proposal at their Wednesday August 15, 2012 meeting. Please see the attached July 27, 2012 memo from Salvatore Tassone P.E. - Town Engineer to the Colchester Board of Selectmen and note the revised description of the limits of proposed road discontinuance as well as a recommendation for your client to provide a map/sketch depicting the limits of road proposed to be discontinued including approximate dimensions.

Pending a favorable report from the Planning & Zoning Commission, it is the Board of Selectmen's intention to schedule a Town Meeting to solicit public comment and make a decision on the proposed road discontinuance. It would be helpful for the Town to have the recommended map/sketch depicting the limits of proposed discontinuance prior to August 10, 2012, to include with information packets being sent to P&Z Commission members prior to their meeting and with Town notification to the abutting property owners.

Sincerely,

Gregg Schuster—First Selectman

LAW OFFICES OF
JOHN W. BUTTS, LLC

JOSEPH A. BRODER, OF COUNSEL*

* ALSO ADMITTED TO PRACTICE IN
NEW YORK AND SPECIAL CORPORATE
COUNSEL IN VIRGINIA

151 BROADWAY
POST OFFICE BOX 270
COLCHESTER, CONNECTICUT 06415
TELEPHONE: (860) 537-3404
FAX: (860) 537-1433

July 24, 2012

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

Re: Proposed Discontinuance
Unpaved Portion of "Reservoir Road"
Between Norwich Reservoir and Scott Hill Road

Dear Mr. Schuster:

I represent Ryan M. Sherry, Jessica L. Sherry, and Stanley R. Woronik, owners of property lying to the south of the above-referenced portion of Reservoir Road.

You will recall that the Board of Selectmen recently voted to allow Mr. and Mrs. Sherry to build a driveway on the road, which has long been neglected and considered abandoned by the Town.

I now write to request the Board of Selectmen to place on the first available Town Meeting agenda an item to consider and act upon formal discontinuance of the portion of Reservoir Road lying between the eastern boundary of land owned by the City of Norwich and the eastern end of the paved portion of Reservoir Road (which is approximately 639' west of the intersection of Reservoir Road and Scott Hill Road.)

I have been a municipal attorney for much of the past 35 years. I feel strongly that towns, in order to limit municipal liability, should formally "discontinue" any ancient roadways which they do not intend to maintain. This particular case is interesting, and I believe some history is in order.

Prior to 1927 there was no "Reservoir Road," because there was no reservoir. The road in question was known as road from Scott Hill to the Borough of Colchester.

July 24, 2012
Hon. Gregg Schuster
Page 2

During the mid-20's, the City of Norwich acquired several large tracts of land between Stanavage Road (as it is now known) on the west, and Scott Hill Road on the east. Prior to creating the "new" reservoir, Norwich commenced a court action in Connecticut Superior Court, and served on the Town of Colchester notice of its intention to have the court formally discontinue the old road from Scott Hill to the Borough of Colchester. ("Discontinuance" has always been a term of art connoting formal, legal severance of a town's control of and liability for an ancient roadway.)

On January 17, 1927, a Special Town Meeting voted to authorize the Board of Selectmen to NOT oppose the suit, and to enter into any agreements as might be required to allow the discontinuance. (Colchester Town Meeting Records, 1891-1938, pp.298-301)

Judgment entered in court. The old road within Norwich's property (only) was discontinued. The reservoir was flooded. Most of the old roadway running toward Scott Hill Road was quietly ignored by the town and allowed to revert to nature.... EXCEPT for about 639' running west from Scott Hill Road, which the town continued to maintain, and which the town eventually paved.... because it served a tiny local school.

Time marched on. The school was folded into Colchester's consolidated schools, and the paved portion of what had become known as Reservoir Road became a road to nowhere... and an invitation to the public to explore further.

Now I will don my municipal attorney hat, and address liability. I have always been concerned that ancient roadways may attract trespassers, be they snowmobilers, hunters or partiers, who may create liability for a town and/or place a burden on municipal emergency services if they require assistance in a relatively inaccessible area. That is why I have always advised my municipal clients to "discontinue" any ancient roadways which they do not intend to maintain.


Once an ancient roadway is formally discontinued, the town is absolved of all liability, and the private landowners may take appropriate steps to limit public access.

Formal discontinuance of the unpaved portion of the roadway between the east boundary of property of the City of Norwich and the end of pavement, approximately 639' west of Scott Hill road, will, I believe, be in the best interest of all parties.

July 24, 2012
Hon. Gregg Schuster
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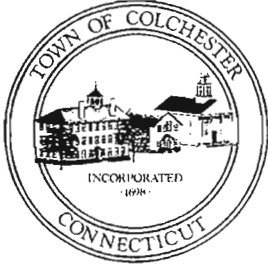
I would be pleased to speak with you if you have any questions about the contents of this letter. I will also be pleased to prepare an appropriate Town Meeting motion, and to attend the Town Meeting, as I have done on other occasions in similar circumstances.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John W. Butts", with a long horizontal flourish extending to the right.

John W. Butts

cc. Sal Tassone



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

July 27, 2012

To: Colchester Board of Selectmen

From: Salvatore A. Tassone P.E. – Town Engineer

Re: July 24, 2012 letter from Attorney John W. Butts to Gregg Schuster, First Selectman requesting that the Town discontinue "unpaved portion of "Reservoir Road" between Norwich Reservoir and Scott Hill Road".

Having reviewed the referenced letter of request (copy attached) with Jim Paggioli, Colchester Public Works Director, we concur that it appears to be in the best interest of the Town of Colchester to formally discontinue the "abandoned" portion of Reservoir Road which has not been maintained by the town for a long period of time.

There is an existing utility pole and guy wire (CL&P #1594) located 20 to 30 feet beyond the end of the existing paved/maintained portion of Reservoir Road. This Utility pole should remain within the Town right-of-way. It is therefore recommended that the formal discontinuance of this abandoned section of Reservoir Road be from **THE EAST BOUNDARY OF PROPERTY OF THE CITY OF NORWICH TO A LINE APPROXIMATELY 40 FEET WEST OF THE EXISTING END OF PAVEMENT. SAID LINE BEING APPROXIMATELY 700 FEET WEST OF THE CENTERLINE OF SCOTT HILL ROAD AS FIELD MEASURED ALONG THE CENTERLINE OF RESERVOIR ROAD** by the Public Works Director and Town Engineer on July 27, 2012. It is also recommended that the applicant submit a map/sketch depicting the limits of road proposed to be discontinued including approximate dimensions.

Based on available mapping there appear to be three properties that abut the portion of Reservoir Road proposed to be discontinued. The three properties are as follows:

1. N/F Stanley R. Woronik (123 Scott Hill Road, Colchester, CT. 06415) on the South side of road.
2. N/F Estate of John B. & Carol C. Willard (1408 Beacon Street, Brookline, MA. 02446) on the North side of road.
3. N/F City of Norwich Reservoir (16 South Golden Street, Norwich, CT. 06360) on the West end of road.

It is recommended that notification be sent to these three property owners regarding any Board of Selectmen meeting or Town meetings scheduled on the referenced matter since their rights of access may be most significantly impacted.

c. Jim Paggioli – Director of Public Works

Craig Grimord, ZEO/Colchester Planning & Zoning Commission

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2012 JUL 25 PM 12:15

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July 24, 2012
Hon. Gregg Schuster
Page 2

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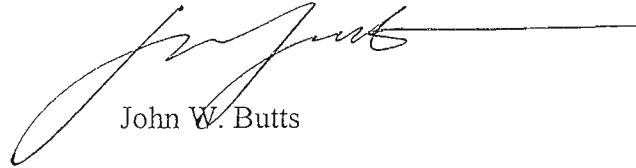
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July 24, 2012
Hon. Gregg Schuster
Page 3

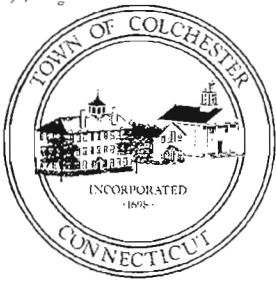
I would be pleased to speak with you if you have any questions about the contents of this letter. I will also be pleased to prepare an appropriate Town Meeting motion, and to attend the Town Meeting, as I have done on other occasions in similar circumstances.

Very truly yours,

A handwritten signature in black ink, appearing to read "John W. Butts", with a long horizontal line extending to the right.

John W. Butts

cc. Sal Tassone



Town of Colchester, Connecticut


127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc: Karen Loiselle, Superintendent of Schools
Jim Paggioli, Public Works Director
Greg Plunkett, Director of Facilities and Operations
Maggie Cosgrove, CFO

From : Gregg Schuster, First Selectman 

Date: 07/30/12

Re: Proposed Reorganization of Facilities into Public Works

I am proposing a reorganization where Facilities would now be part of Public Works. This proposal involves both town and school personnel. This proposal has been reviewed and approved by the Board of Education.

The purpose of this proposal is to consolidate facilities and grounds management into Public Works. This will allow for more flexible operations and a single point of responsibility for capital planning. Additionally, anticipated staff change make this a good time to transition responsibilities.

The details of the reorganization are below:

Public Works Director (PWD)

The PWD would now oversee all town and school facilities. This would include general inspection, maintenance, improvements, and planning. The PWD would now supervise the Facility Manager. The PWD would not supervise the school custodial staff. More specifics can be seen in the proposed revised job description.

The PWD would have an annual salary increase of \$10,000 per year once this reorganization has been approved by the Board of Selectmen. The salary increase would be offset by a \$10,000 per

year salary decrease of the Director of Educational Operations (previously the Director of Facilities and Operations) position. This would all occur within the town budget.

Facility Manager (FM)

The Facility Manager, who previously reported to the Director of Facilities and Operations, would now report to the PWD. The FM would no longer directly supervise the school custodial staff as that responsibility would go to the Director of Educational Operations. More specifics can be seen in the proposed revised job description.

There is no change in the salary or funding sources of this joint position. Salary for this position is dictated by union contract.

Ground Crew Leader (GCL)

The GCL would now report to the Public Works Director of Operations. There is no change in the salary or responsibilities of this position. The only change is the reporting structure.

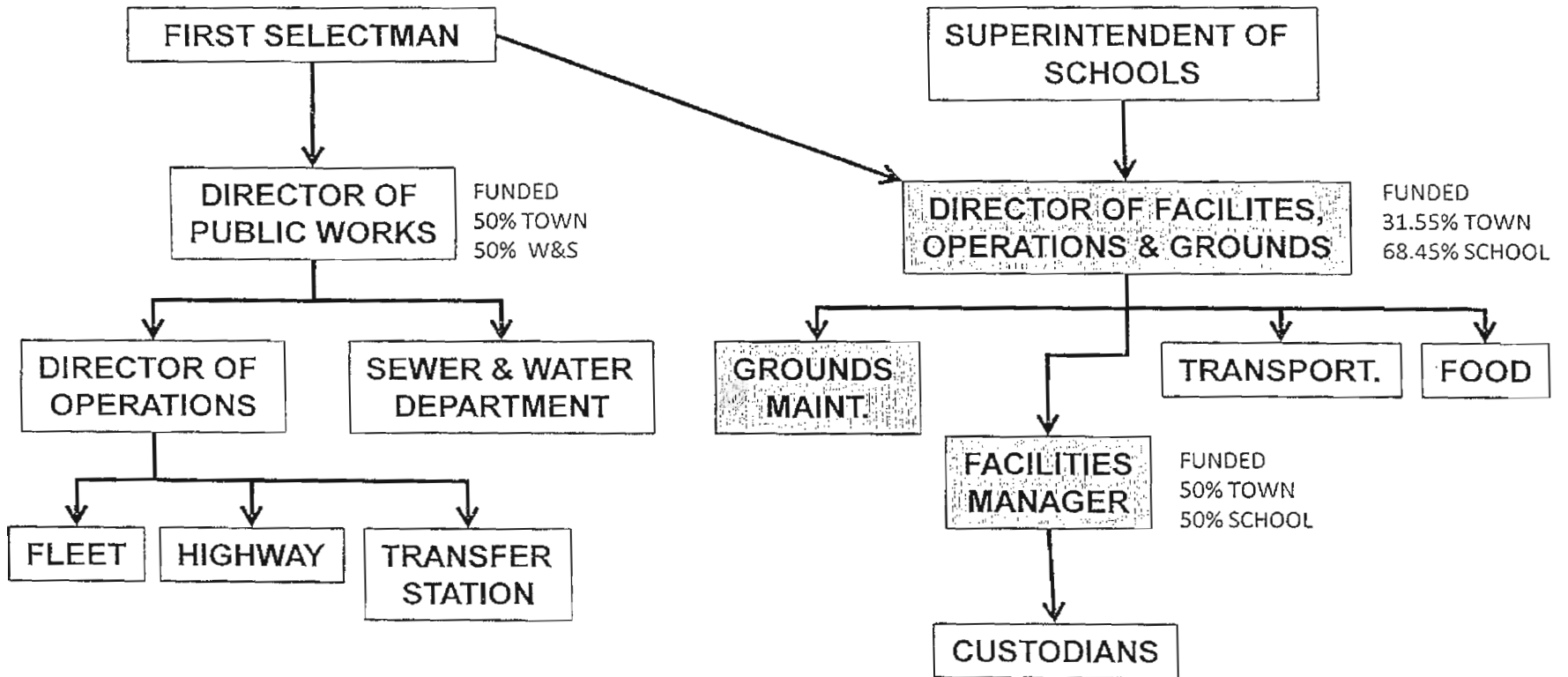
Director of Educational Operations (DEO)

The position of Director of Facilities and Operations will now be Director of Educational Operations. The DEO will convert from a joint position to a position solely with the Board of Education.

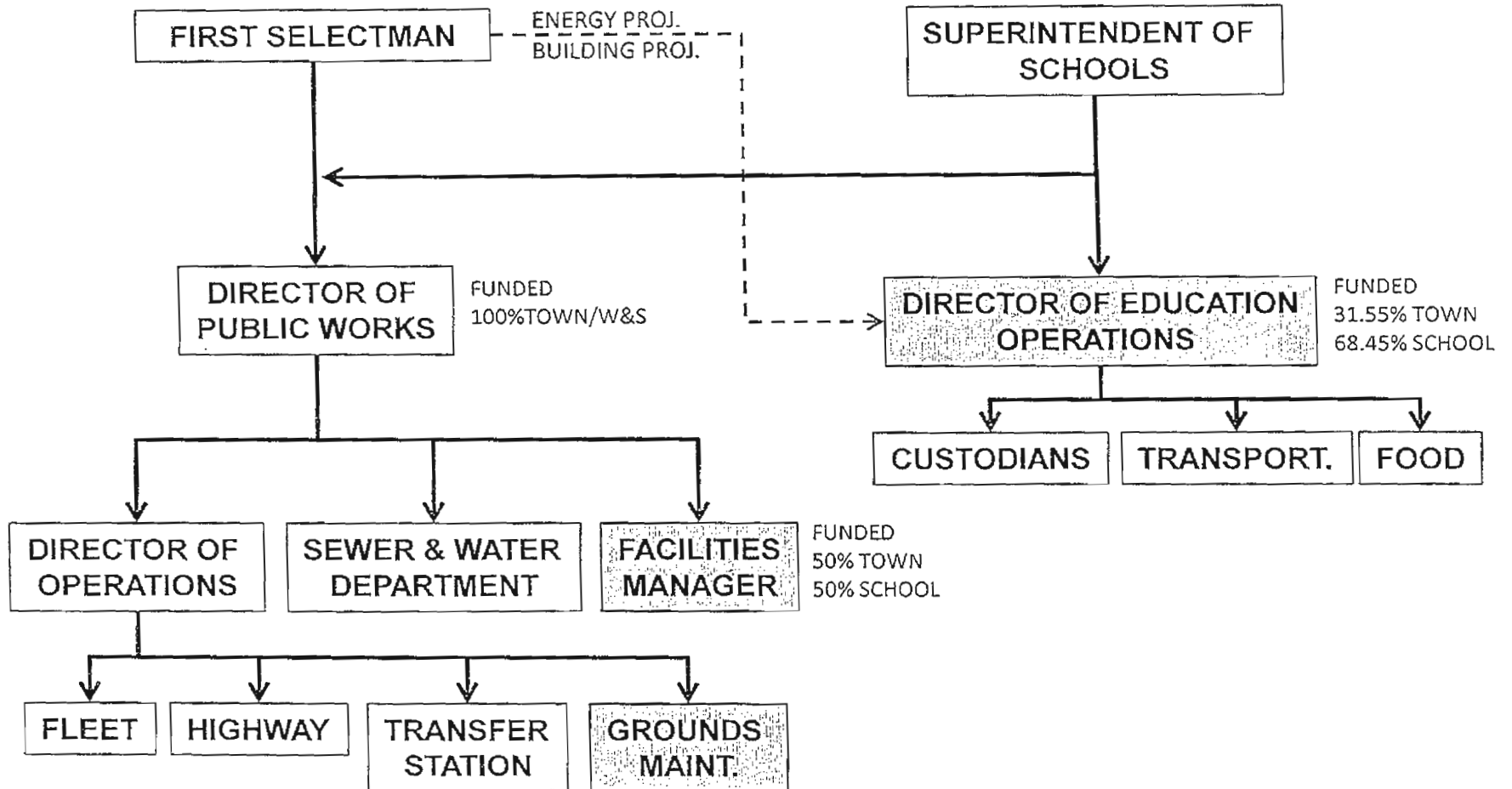
Due to the current involvement of this position in two major projects (energy savings project and building project), the recommendation is to execute the attached MOU to recognize this arrangement. The town will continue to fund the budgeted amount of this position less the \$10,000 transferred to the PWD salary. This arrangement will be in place for FY12-13 and may be extended depending on the status of the projects.

Recommended Motion – “Move to approve the proposed reorganization including the revised job descriptions, salary changes, and the MOA with the Board of Education and authorize the First Selectman to sign all necessary documents.”

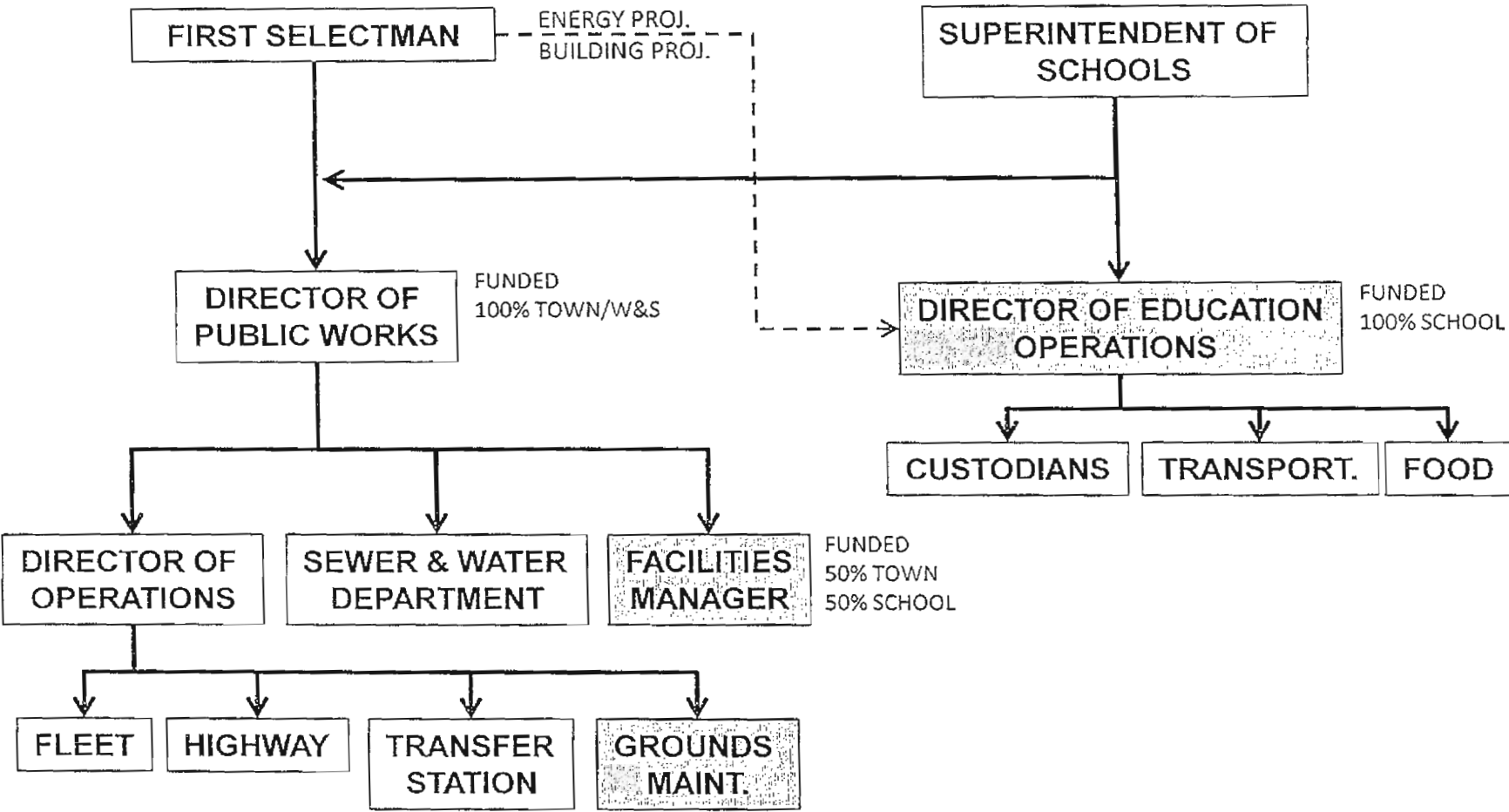
CURRENT ORGANIZATION
FY 11-12



PROPOSED ORGANIZATION
FY 12-13



**PROPOSED ORGANIZATION
FY 13-14**





Town of Colchester Job Description

Public Works Director of Public Works

GENERAL STATEMENT OF DUTIES: Responsible to develop, manage, administer, supervise and direct the programs and activities of the Public Works Department in the functional areas of road, sidewalk, bridge, and storm water construction, maintenance and repair; snow and ice control; transfer station management; vehicle and equipment maintenance; maintenance of all public grounds and buildings, including buildings under the operation of the Board of Education; maintenance and operation of all services provided in the Sewer and Water District. The Director of Public Works is required to exercise considerable independent judgment in administering and managing the department and is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

WORK HOURS: Monday – Friday, 8:00 a.m. – 4:30 p.m.(primarily), with occasional night board/commission meetings.

SUPERVISOR: Work under the administrative direction of the First Selectman and the Superintendent of Schools in regard to Board of Education Facilities, established policies, and Connecticut General Statutes.

SUPERVISION: Provides general supervision and oversees all departments that encompass public works including Fleet Maintenance, Highway, Sewer and Water, Grounds Maintenance, Facilities and Transfer Station.

ESSENTIAL DUTIES:

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

1. Oversees and evaluates the total operation of all Public Works and Sewer and Water personnel and activities.
2. Review, plan, recommend, and supervise repairs of roads, bridges, sidewalks, drainage, water and sewer lines as needed
3. Plans, directs, coordinates construction, inspection, and maintenance of roads, bridges, storm water, structures, water and sewer lines and other Town properties.
4. Inspects, along with the Town Engineer, roads and drainage systems for compliance with requirements governing subdivisions
5. Organizes and implements duties, or performs as part of a team, in responding to natural or man-made emergencies; including snow and ice control.
6. Administers and directs transfer station operations, including hauling and disposal contracts; oversees and coordinates the town recycling program, as designated recycling coordinator; completes revenue and tonnage reports for transfer station; and complies with State reporting requirements.
7. Administers and directs the preventative maintenance programs for all Town vehicles and equipment.

8. Prepares specifications for the procurement of materials, contractor and consultant services and prepares cost projections for all public work projects.
9. Investigates citizen/staff complaints and oversees corrective action as appropriate.
10. Assures safe working conditions for employees through training programs as required by State and Federal Agencies. Review and enforce DEP, EPA, OSHA and other public safety and health directives, mandates, regulations and ordinances.
11. Works with Town Engineer to design and layout projects that are done by town employees; oversee and inspects projects completed by outside contractors.
12. Consults with and advises the Superintendent of Schools and First Selectman on issues and policies pertaining to school operations, public facilities and grounds.
13. Carries out Capital Plan Program for Town and Public Schools as relates to buildings, grounds and pertinent facilities.
14. Prepares operating and capital budget recommendations for public building design, construction, renovation, repair and maintenance, and manages all public building activities and projects funded via the Capital Plan and Program of the Town and Public Schools.
15. Inspects, observes, and evaluates ongoing building construction or maintenance in coordination with building officials, Fire Inspectors, Building Committee, or other assigned personnel, including Clerk of the Works and architect.
16. Develops design plans, bids specifications, participates in bid review process to ensure conformance with specifications and recommends contractual agreements for architects, engineers, constructions managers, general contractors, and others involved with Capital Plan components and public building projects.
17. Works with architects, engineers, contractors and Town and Public School officials to review and resolve problems associated with building and ground maintenance or construction projects.
18. Oversees the scheduling of preventative maintenance and repair work to all Town and Public School buildings and grounds, as well as the coordination of all operational maintenance, repairs and alterations, including, but not limited to, heating, ventilating, and air conditioning and power operation.
19. Directs the planning, design constructions, inspection, maintenance and improvement of all grounds/property of the Town. Manages all aspects of the athletic grounds and field maintenance to provide a safe environment for athletic teams practice and competition, and for school physical education classes.
20. Periodically monitor and review the operations of the Department for the purpose of evaluating effectiveness of operations, policies and practices. Identify problems, troubleshoot and take corrective action. Recommend ways and means of improving services.
21. Works closely with the Director of Operations, Facilities Manager and Grounds Maintenance Crew Leader to recruit, screen, hire, and train all maintenance personnel.
22. Consults with Town Engineer on special technical engineering problems
23. Assists subordinate supervisors as needed
24. Coordinates all public works activities with other Town departments and other local and State governing agencies
25. Develops department policies and procedures and assigns, trains and supervises staff. Consults with First Selectman on such personnel actions as hiring, termination, and discipline and obtains approval from First Selectman for such personnel actions.
26. Prepares and administers operating budget for department; presents budget to the First Selectman, Board of Selectman, Board of Finance, and the Sewer and Water Commission.
27. Submits oral and written reports to Town officials as needed.
28. Attends all monthly Sewer and Water Commission and Joint Facilities meetings and, when necessary, Board of Selectmen, Board of Finance, and other Board or Commission meetings. Provides written and oral reports, as required, to a variety of individuals, boards and commissions and attends meetings as requested.
29. Administers drug and alcohol testing program.
30. Perform related work as required by the Superintendent of Schools and First Selectman.
31. Comply with Town of Colchester Personnel Policies.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. Strong knowledge of the modern principles and practices of civil engineering and public works operations as applied to the development and maintenance of streets, water and sewer operations, and other public works functions
2. Practical, working knowledge of the principles and practices of organization, supervision and finance administration in the operation of a public works department.
3. Thorough knowledge of OSHA Regulations as they apply to public works and utilities
4. Ability to plan, organize, assign, supervise and inspect the work of both civil engineers, consultants, contactors and sub-professional, technical subordinates and employees
5. Ability to establish and maintain effective working relationships with engineers, contractors, and other public officials.
6. Ability to make knowledgeable evaluations of a public works program and to prepare complete and accurate research and operational reports as required and assist the First Selectman and or the Sewer and Water Commission when applicable.
7. Considerable knowledge of the principles and practices of construction techniques, architectural, and engineering principles and maintenance requirements, as related to the design, management and maintenance of public buildings and facilities.
8. Must be able to deal effectively with staff, officials, and members of the public
9. Must have working knowledge of labor relations practices and procedures.
10. Must be able to perform the essential functions of the job with or without reasonable accommodations.

EDUCATION AND EXPERIENCE

1. The qualifications required would generally be acquired with a Bachelor's or Master's Degree in Civil Engineering or **Public Works** Management, or the equivalent combination of education and training. **Registration as a Connecticut Professional Engineer is preferred.**
2. Four years of supervisory and engineering experience, specifically as it relates to public works operations
3. Ability to plan, direct, coordinate, and manage
4. Strong personnel management skills
5. CT Drivers License

WORK ENVIRONMENT: It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

While performing the duties of this job, the employee will makes frequent contact with other municipal departments, state agencies, vendors and contractors and the general public; contacts may be in person, by telephone, fax, e-mail, or at meetings. Such contacts will frequently require a high level of persuasiveness and resourcefulness to resolve problems. This position requires occasional work outside in various weather conditions.

Full-time; non-union; salary; exempt

This job description is not all-inclusive and is subject to change by the Board of Selectmen at any time.

FACILITY MANAGER JOB DESCRIPTION

SUPERVISION EXERCISED: Head Custodians, Custodial Staff
SUPERVISION RECEIVED: Works Under the Direct Supervision of the
Director of Public Works

SUMMARY:

Position of Facility Manager is a full-time position for the Colchester Public Schools and Town of Colchester **conducting** and overseeing building systems maintenance and repair. The Manager troubleshoots building systems and components, oversees contractors working on Town and school facilities, makes recommendations to the Director of Public Works concerning repair and replacement of equipment and **capital improvements**

DUTIES & RESPONSIBILITIES:

1. Coordinate the operation, maintenance, and repair of building systems, and components as directed.
2. Prepare lists of maintenance materials for maintaining building systems.
3. Perform regular inspections of facilities and equipment to ensure safety, proper operations and facility cleanliness.
4. Schedule of required training for all maintenance staff.
5. Assist the Director of Public Works with preparation of budgets and the maximization of financial resources.
6. Prepare purchase orders and manage the department budget.
7. Develop and implement preventative maintenance programs.
8. Develop and monitor yearly inventories of system supplies and equipment in central storage.
9. **Maintains a record of work orders for each facility.**
10. Other duties as directed.

KNOWLEDGE, SKILLS AND ABILITIES:

1. Knowledge/Abilities
 - A. Possesses knowledge of operating/maintaining/repairing facilities, including but not limited to electrical distribution, security surveillance systems, heating and cooling systems, and HVAC controls.
 - B. Operates independently, prioritizing daily work.
 - C. Operates for his/her and surrounding individuals' safety.
 - D. **Possesses communication skills that not only allow clear communication but also helps staff identify solutions to problems.**
2. Skills - Ability to:
 1. Work with diverse individuals with various skills to promote excellent working relationships with the Town/School

- staff, students and community members.
2. Follow oral and written directions.
 3. Communicate with strong verbal and written skills.
 4. Use and teach when necessary, shop fabrication skills and the use of hand and shop tools.
 5. Organize a warehouse.
 6. Read blueprints.

SUPERVISION GIVEN AND RECEIVED

1. Receives supervision from the Director of Public Works.
3. Receives work requests from the Director of Public Works, Superintendent of Schools, school administration, First Selectman's office and department heads.

PHYSICAL REQUIREMENTS:

1. The manager is required to climb, bend, stoop, pick-up and carry 75 pounds, as well as work at heights. The manager shall be capable of working on the exterior and the interior of buildings during all seasonal weather conditions. He/She shall have the capability of operating under pressure conditions. The manager shall be capable of passing a basic physical. The manager is required to disclose debilitating conditions that would prohibit or limit the candidate's ability to perform the work required.

RESIDENCY REQUIREMENTS:

1. Within one year of employment, the Manager shall reside in Colchester or no greater than a 20 minute commute from Colchester center.

DRIVERS LICENSE:

The Manager shall possess a minimum of a Connecticut standard driver's license although a CDL endorsement is preferred.

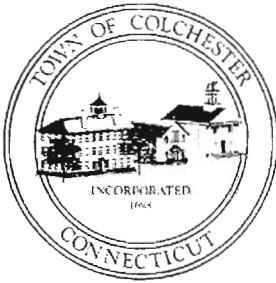
The Manager shall submit waiver of personal driver's license search, and be finger printed.

EDUCATION AND EXPERIENCE:

1. A minimum of 10 years in the building industry. Currently holds at least one of the following State of Connecticut journeyman's trade licenses: E-2, P-2, or S-2. The Manager must have basic administrative and mechanical skills and an understanding of how the construction trades operate.
 - This job description is illustrative of the tasks and responsibilities and not meant to be inclusive of every task and responsibility

- It is a temporary management guide/tool and subject to change.

SALARY:



Town of Colchester Job Description

Department of Public Works Facility Manager

GLOBAL STATEMENT OF DUTIES:

All positions shall participate in snow and ice control activities on Town roads and facilities and in other natural or man-made emergencies. All positions shall, through cross-training, meet minimum duty standards such that a basic core level of service can be provided by every staff member regardless of their primary department.

GENERAL STATEMENT OF DUTIES:

Position of Facility Manager is a full-time position for the Colchester Public Schools and Town of Colchester conducting and overseeing building systems maintenance and repair. The Manager troubleshoots building systems and components, oversees contractors working on Town and school facilities, makes recommendations to the Director of Public Works concerning repair and replacement of equipment and capital improvements.

WORK HOURS: Hourly/full-time plus overtime as assigned/required

SUPERVISOR: Works under the Direct Supervision of the Director of Public Works. Receives work requests from the Director of Public Works, Superintendent of Schools, school administration, First Selectman's office and department heads.

SUPERVISION: May Supervise Head Custodians, Custodial Staff in absence of Director of School Operations.

ESSENTIAL DUTIES:

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

1. Coordinate the operation, maintenance, and repair of building systems, and components as directed.
2. Prepare lists of maintenance materials for maintaining building systems.
3. Perform regular inspections of facilities and equipment to ensure safety, proper operations and facility cleanliness.
4. Schedule of required training for all maintenance staff.
5. Assist the Director of Public Works with preparation of budgets and the maximization of financial resources.
6. Prepare purchase orders and manage the department budget.
7. Develop and implement preventative maintenance programs.
8. Develop and monitor yearly inventories of system supplies and equipment in central storage.
9. Maintains a record of work orders for each facility.
10. Other duties as directed.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. Possesses knowledge of operating/maintaining/repairing facilities, including but not limited to electrical distribution, security surveillance systems, heating and cooling systems, and HVAC controls.
2. Operates independently, prioritizing daily work.
3. Operates for his/her and surrounding individuals' safety.
4. Possesses communication skills that not only allow clear communication but also helps staff identify solutions to problems.

5. Work with diverse individuals with various skills to promote excellent working relationships with the Town/School staff, students and community members.
6. Follow oral and written directions.
7. Communicate with strong verbal and written skills.
8. Use and teach when necessary, shop fabrication skills and the use of hand and shop tools.
9. Organize a warehouse.
10. Read blueprints.

EDUCATION AND EXPERIENCE

A minimum of 10 years in the building industry. Currently holds at least one of the following State of Connecticut journeyman's trade licenses: E-2, P-2, or S-2. The Manager must have basic administrative and mechanical skills and an understanding of how the construction trades operate. This job description is illustrative of the tasks and responsibilities and not meant to be inclusive of every task and responsibility.

The Manager shall possess a minimum of a Connecticut standard driver's license although a CDL endorsement is preferred. The Manager shall submit waiver of personal driver's license search, and be finger printed.

PHYSICAL REQUIREMENTS

The manager is required to climb, bend, stoop, pick-up and carry 75 pounds, as well as work at heights. The manager shall be capable of working on the exterior and the interior of buildings during all seasonal weather conditions. He/She shall have the capability of operating under pressure conditions. The manager shall be capable of passing a basic physical. The manager is required to disclose debilitating conditions that would prohibit or limit the candidate's ability to perform the work required.

RESIDENCY REQUIREMENTS

Within one year of employment, the Manager shall reside in Colchester or no greater than a 20 minute commute from Colchester center.

WORK ENVIRONMENT

It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

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

A physical and medical examination is a condition of employment after hire.

Full-time; union; hourly; non-exempt



Town of Colchester Job Description

Department of Public Works Grounds Crew Leader

GLOBAL STATEMENT OF DUTIES:

All positions shall participate in snow and ice control activities on Town roads and facilities and in other natural or man-made emergencies. All positions shall, through cross-training, meet minimum duty standards such that a basic core level of service can be provided by every staff member regardless of their primary department.

These core duties include:

- operation of backhoe, loader, dump/plow truck, pick-up/plow truck, skid steer, grounds mower, tractor, and various hand operated equipment (e.g., chain saw, snow blower, trimmer, leaf blower, push mower, line painter); and
- ability to perform routine service and minor maintenance on department equipment including but not limited to washing, adjusting, changing oil and filters, greasing, checking fluids, hoses, wiper blades, lights, and tires.

GENERAL STATEMENT OF DUTIES:

Assist the Director in the effective management of all town and school grounds for the Town of Colchester. Work in a safe and responsible manner, including following both OSHA and Town of Colchester safety policies. Available to perform/assist as needed for natural or man-made emergencies.

WORK HOURS: Hourly/full-time plus overtime as assigned/required

SUPERVISOR: Works under the direct supervision of the Public Works Director of Operations and administrative directive of the Director of Public Works.

SUPERVISION: May supervise community service, part-time and seasonal help.

ESSENTIAL DUTIES:

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

- Supervise, train and evaluate full-time and seasonal employees and volunteers, as well as court-mandated service.
- Plan, schedule and oversee day-to-day assignments of crew.
- Inspect and approve completed work, as appropriate and necessary.
- Communicate with Director on daily basis regarding crew and accomplishments.
- Make recommendations for annual parks budget, including specifying & purchasing of materials and supplies.
- Work with Director to develop long-term plans for grounds maintenance and projects.
- Develop and implement a systematic plan for the care of parks, playgrounds, and equipment, as well as turf, shrubs and trees, including the use of herbicides and pesticides for all municipal properties
- Handle concerns and complaints from the public regarding town grounds.
- Operate, and train others to operate, all department-owned and operated equipment and vehicles.
- Perform, and train others to perform, skilled labor including painting, carpentry, masonry and plumbing.
- Service, inspect and make small repairs to equipment at regular intervals.
- Inspect grounds, buildings and equipment for safety and efficiency and report all deficiencies.
- Perform related work as required.

- Be punctual.
- Be aware of and ensure the safety of the work site around you.
- Participate in all staff meetings.
- Attend workshops, trainings, and/or seminars as approved by the Director.
- Provide evidence of ongoing career and/or skills development.
- Related duties as assigned.
- Comply with Town of Colchester Personnel Policies.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. A general knowledge of tools, equipment, materials, methods and practices used in the general maintenance and improvement of public parks and recreation fields, facilities and buildings.
2. Ability to operate, service and make minor repairs on parks maintenance equipment.
3. Ability to work effectively with others.
4. Must be able to perform the essential functions of the job with or without reasonable accommodations.

EDUCATION AND EXPERIENCE

1. Possession of a valid driver's license, with CDL endorsement.
2. Not less than four (4) years employment experience working with recreation and athletic field maintenance and construction, or an equivalent combination of experience and training which provides the required knowledge, skills, and abilities.
3. High school diploma or equivalency.

WORK ENVIRONMENT: It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

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

A physical and medical examination is a condition of employment after hire.

Full-time; union; hourly; non-exempt

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



Colchester Public Schools

Director of Educational Operations

Job Description

Overview:

This is a highly responsible position requiring strong management skills and knowledge of best practices in educational operations. This position manages the daily operations of food services, custodial staff and facility operations and student transportation with the exception of transportation coordinated by the Office of Pupil Services. This position involves the performance of a wide variety of functions.

Essential Duties and Responsibilities:

- Consults with and advises the Superintendent of Schools on issues and policies pertaining to school operations
- Prepares operating budget recommendations for cafeteria, student transportation and custodial functions and manages public use of school facilities.
- Develops and oversees a facilities inspection program and evaluates the quality of custodial, food services, transportation and safety programs and reports information to the Superintendent of Schools. Serves as co-chairman of the District Safety Committee.
- Works with the Superintendent of Schools and the Chief Financial Officer in preparing applications for and the administration of relevant State and Federal grants.
- Acts as a liaison to school construction committees.
- Investigates and recommends energy conservation measures/programs and works with the Chief Financial Officer to purchase cost-effective energy supplies.
- Maintains a variety of records and ensures compliance with government regulations as required.
- Provides administrative support to and evaluates Cafeteria Supervisor and Head Custodians .
- Works closely with Head Custodians in the completion of all custodial staff evaluations.
- Works with the Superintendent of Schools and principals to implement transportation and other operational policies established by the Board of Education.
- Assists in preparing bid documents, budget estimates and other related duties relevant to the transportation needs of the district. Serves as the point of contact for all parents and guardians for transportation related matters. Works with contractor and other school personnel to establish bus routes, evaluates and recommends adjustments to routes and may be required.
- Provides written and oral reports, as required, to a variety of individuals, boards and committees and attends meetings as requested.
- Facilitates the development and ongoing review of district and school crisis plans and serves as District's (EOC) Emergency Operations Coordinator.
- Periodically monitors and reviews the operations of the Department for the purpose of evaluating effectiveness of operations, policies and practices.

Identifies problems, troubleshoot and take corrective action. Recommends ways and means of improving services.

- Works with Human Resource Coordinator, Head Custodians, and Cafeteria Supervisor to recruit, screen, hire, train and support cafeteria and custodial personnel.
- Performs other duties as assigned by the Superintendent of Schools.

Knowledge, Skills & Abilities:

- Possess good planning and organizational skills.
- Ability to communicate effectively, both orally and in writing.
- Ability to establish and maintain highly effective and collaborative working relationships with subordinates, other departments, and outside contractors.

Position Qualifications:

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

Other Requirements:

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

- Must be able to work in a professional manner with co-workers, customers, and the public at large.
- May be exposed to: fluctuating temperatures; seasonable outdoor weather; grease; oil and dust; loud or unpleasant noises and electro-magnetic radiation from computer screens.
- Background check
- Screening for Tuberculosis (TB)

Terms of Employment:

12 month position

8:30 AM – 4:30 PM – individual remains in district until all buses have completed routes.

Evaluated by:

The Superintendent of Schools

Memorandum of Understanding

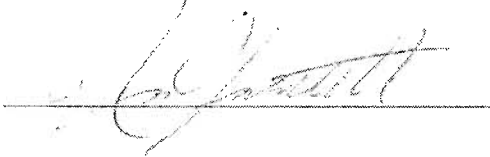
Between

The Colchester Board of Education
and
The Colchester Board of Selectmen

For the 2012-13 school year the Director of Educational Operations will work under direct supervision of the First Selectman regarding the Energy Performance Contract and Community Center, Senior Center and Middle School Renovation Project and under the direct supervision of the Superintendent of Schools for all other functions.

From the Colchester Board of Education

From the Colchester Board of Selectmen



7/18/12
Date:

Date:

Colchester Senior Center

To: Board of Selectmen

From: Patti White, Senior Services Director

Re: Need Resolution Passed for Title III B Grant Contract Execution

Date: 8/9/2012

This is a request for the Board of Selectmen to adopt the following resolution which is required by the the fiduciary agency for renewal funding of our Making Memories program. The grant award is in the amount of \$9,998.00 and the source is the Federal Title III B program. The BOS approved the submission of this grant at its February 16, 2012 regular meeting.

Recommended Action to be taken:

BE IT RESOLVED that the Board of Selectmen for the Town of Colchester hereby empower the First Selectman, Greg Schuster, to enter into and amend contractual instruments in the name and on behalf of the Town of Colchester with the Eastern Connecticut Agency on Aging.

Colchester Senior Center
Patti White
95 Norwich Avenue
Colchester, CT 06415

Re: Grant # F-13-3

Dear Ms. White:

A review of your revised budget has been completed. A copy of your approved budget is enclosed. Please file this with your grant application.

Reminder: Title III does not pay for services to clients who reside in skilled nursing facilities.

Senior Resources has agreed to purchase 2,898 units of therapeutic activity service at \$3.45 per unit for a maximum award of **\$9,998.10**.

Form 5's are to be updated once a year for clients that receive services on a continuous basis and when they reenter the program. When Form 5's are submitted and they are not complete, it will be returned unpaid. It can be resubmitted when it is complete. A highlighted Form 5 is enclosed to show the areas that must be complete.

There are a number of items in this packet which need your attention. Below is a description of each item and the action which needs to be taken:

1. **Notification of Award** – The Notification of Award is the document which includes the award amount and the number of units to be served under this grant. The Federal share of the award is also indicated on this document. **This copy is for your files.** Your auditor may need this when doing your audit.
2. **Contract** – Enclosed are two copies of the contract. Please read and understand the conditions of your award. **Sign both copies and return ONE copy to Senior Resources no later than August 31, 2012.**
3. **Workforce Analysis** – This form must be completed, signed and dated. **Return to Senior Resources no later than August 31, 2012.**
4. **Corporate Resolution** – A Corporate Resolution authorizing the signatory to commit to a contract, amendment or agreement must be submitted with the signed documents. A sample Corporate Resolution is enclosed for your convenience. **Return to Senior Resources no later than August 31, 2012.**

5. **Reporting Requirements** – The reporting requirements are as follows:

- The financial report to be used for FY 2013 is included. Please make copies of this report to submit on a monthly basis. This document will also be emailed to you for your convenience. There is a report for each month included in the emailed document. **Only this financial form will be accepted.** This report must be at Senior Resources by the 15th of the month following the reporting period. Example: The report for the month of October must be filed by the 15th of November. Faxed financial reports are **NOT** accepted.
- Management Information System (MIS) reports are to be submitted on a monthly basis. This report must be at Senior Resources by the 15th of the month following the reporting period. Your financial report will be compared to the MIS statistics. After reviewing your reports, your monthly check will be sent to you by the end of the month. If the financial report or your MIS is late or the financial report or MIS has not been received, a check will not be issued until the following month.
- A six month and year end evaluation report is required explaining the ongoing and ending outcomes of the goal of the program (number four on page three of application). Due in April and October.

Senior Resources Agency on Aging commends your agency for its contribution toward the development and continuation of a comprehensive service network for the elderly. We wish you continued success in your endeavors. We look forward to working with you throughout the year. Please do not hesitate to contact our office if we may be of assistance to you. Your contact person is Kathy Chase.

Sincerely,



Joan Wessell
Executive Director

JW/kc

enc

NOTIFICATION OF AWARD

1. LEGAL APPLICANT/RECIPIENT
 Name: Colchester Senior Center
 Address: 95 Norwich Avenue
 Colchester, CT 06415
 Contact: Patti White
 Phone #: 860-537-3911

This award is a reimbursement based grant. Payments will be based on invoices submitted to Senior Resources Agency on Aging. All invoices will be compared to the Management Information System (MIS). When a discrepancy exists, MIS statistics will be used.

This award is for a maximum of: 2,898 units of therapeutic activity at \$3.45 per unit.

THE TOTAL AWARD IS BASED ON THE NUMBER OF UNITS TIMES THE UNIT COST.

2. FUNDING LEVELS

Total Program Cost:	\$24,785.00	
Client Donations:	\$4,266.00	
Other Cash:	\$2,600.00	
NET COST:	\$17,919.00	100%
Less Match		
Non-Federal Cash:	\$7,920.90	44.20%
Non-Federal In Kind:	\$0.00	0.00%
TITLE III	\$9,998.10	55.80%

3. PROJECT NUMBER: **F-13-3**
 4. Service Category: Health
 Service: Therapeutic Activity

5. PROJECT PERIOD: **10/1/12 - 9/30/13**

6. TYPE OF ACTION
 New Federal Year Award XX
 Continued Award _____
 Revision _____
 Supplemental _____

7. TYPE OF CHANGE
 Increase Dollars _____
 Decrease Dollars _____
 Increase Duration _____
 Cancellation _____
 Other (Specify) _____

8. FEDERAL FISCAL YEAR: 2013

9. YEARS OF OPERATION:

10. CONDITIONS/RECOMMENDATIONS ATTACHED:
 Yes _____ No X

11. REMARKS
 A. Unless revised, the amount of this award will constitute a ceiling for federal participation in the approved cost.
 B. The Federal share of a project cost is earned only when the cost is accrued and the non-federal share of the cost has been contributed. Receipt of Federal funds does not constitute earning of these funds.

Name/Title of Authorizing Official: Joan Wessell, Executive Director

Signature of Authorizing Official: *Joan Wessell* Date: 8-3-12

18. Total Program Budget

Name of Agency Colchester Senior Center

Service Category Health

Program Year: FY '13

Expenses	NET COST			OTHER RESOURCES		TOTAL	Admin Costs	Direct Service Costs
	A	B	C	D	E			
	Title III	Non-Federal Cash	Non-Federal In Kind	Other Cash	Client Donations			
Personnel	\$10,000	\$2,738	\$0	\$2,000	\$2,553	\$17,291	\$2,738	\$14,553
Fringe		\$821			\$1,113	\$1,934	\$821	\$1,113
Travel						\$0		
Rent		\$361				\$361		\$361
Telephone		\$324				\$324		\$324
Utilities		\$1,803				\$1,803		\$1,803
Vehicle Operations		\$1,800				\$1,800		\$1,800
Equipment						\$0		
Repairs/Maintenance						\$0		
Conferences/Training						\$0		
Contractual Services						\$0		
Insurance						\$0		
Postage						\$0		
Supplies/Printing		\$72		\$600	\$600	\$1,272		\$1,272
Dues/Subscriptions						\$0		
Audit						\$0		
Other						\$0		
TOTALS	\$10,000	\$7,919	\$0	\$2,600	\$4,266	\$24,785	\$3,559	\$21,226

	Title III	Non-Federal Cash	Non-Federal In Kind	Other Cash	Client Donations	TOTAL	Admin Costs	Direct Service Costs
Percentage of Total Cost	40%	32%	0%	10%	17%	100%	14%	86%

*Approved 8/3/12
Frank Wassell*

Contract No.: F-13-3

**Eastern Connecticut Area Agency on Aging, Inc.
(dba Senior Resources Agency on Aging)
Services for Aging Consumers**

This contract made this 1st day of October, 2012 by and between Senior Resources Agency on Aging, Inc. (hereafter called "Senior Resources") and the Colchester Senior Center, a corporation organized under the laws of the State of Connecticut, with a place of business at 95 Norwich Avenue Colchester, CT 06415 (hereinafter called "The Provider").

PART I PROGRAM SPECIFICS

WHEREAS, Senior Resources has been designated under the State Plan of the Connecticut Department of Social Services as the agency in Region III of Eastern Connecticut for the administration of federal, state and local matching funds to be used in the purchase of services to be provided by private and public agencies to eligible individuals under Title III, Part B of the Older American Act of 1965, as amended, and

WHEREAS, the Provider is an agency qualified to perform such services for individuals determined by Senior Resources and the Provider to be eligible for such services;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements herein contained the parties hereto do hereby agree as follows:

A. Effective Date; Program Period

1. **Effective Date:** This agreement and the obligations of the parties hereunder shall become effective on the 1st day of October 2012, or on the date of approval of this Agreement by the Board of Directors of Senior Resources whichever is later (Hereinafter called the "Commencement Date").
2. **Program Period:** The services (as herein defined) to be provided to eligible individuals in accordance with this Agreement shall be provided during a period beginning on the Commencement Date and ending on the 30th day of September 2013, (the said period being hereinafter called "Program Period"). This Agreement may be terminated in accordance with the terms of this Agreement.

B. Services to be Performed by the Provider; Determination of Eligibility

1. The Provider agrees that during the Program Period the Provider will provide the following services to individuals determined to be eligible for such services:

Therapeutic Activity

The above listed service (hereinafter collectively called the "services") is more fully defined in the funded proposal, a copy of which is on file and is incorporated

by reference herein.

2. The determination of each individual's eligibility for services is the responsibility of the Provider in conformance with the criteria defined in the proposal and policy manual of the Senior Resources on Aging.

C. Purchase of Services; Payments to Provider; Limitations on Purchase and Payments

1. Subject to Provider's compliance with the terms and conditions of this Agreement, and for services provided to eligible individuals, Senior Resources shall purchase Units of Service up to, but not in excess of, the maximum number specified below for each Service at the rate per Unit for such Service determined by Senior Resources and the Provider. Senior Resources agrees to purchase up to the following Units of the following Services at the following rate:

Service	Maximum Number of Units	Rate Per Unit
Therapeutic Activity	2,898	\$3.45

2. Upon the submission by the Provider of invoices, Senior Resources shall pay over to the Provider an amount determined to be due the Provider in accordance with established invoicing procedures.
3. Notwithstanding the obligations of Senior Resources to purchase services from the Provider, it is understood and agreed that a maximum total payment of Nine Thousand Nine Hundred Ninety-Eight Dollars and Ten Cents (\$9,998.10) (hereinafter called the "Maximum Payment") will be made for all services to be provided hereunder.

D. Record Keeping and Access

1. The Provider shall establish and maintain such documents and financial and program records as are required by Senior Resources to insure documentation, monitoring and evaluation of financial activities and the provision of purchased services. In addition, the Provider shall prepare and submit monthly performance records; and, upon request of Senior Resources such programmatic, fiscal and administrative data as Senior Resources reasonably deems necessary for the monitoring and evaluation of such activities and services and to substantiate Senior Resources claim for reimbursement from the Connecticut Department of Social Services.
2. Within forty-five (45) calendar days after the termination of this Agreement, the Provider shall submit to Senior Resources an Income and Expense Statement which reflects the Program Period.
3. All financial, program and other books, records, documents and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the United States Department of Health and Human Services,

the Connecticut Department of Social Services, Senior Resources, or their authorized representatives, who shall at all reasonable times have access to the premises wherein such books, records, documents and property are located. The Provider shall retain all such books, records and documents for three (3) years after completion and submission of annual audit.

4. The Provider shall keep all funds received from Senior Resources pursuant to this Agreement in an identified bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement.
5. The Provider shall provide to Senior Resources such additional data as Senior Resources reasonably may require to permit it to monitor performance of this Agreement at a level sufficient to ensure appropriate fiscal, programmatic reports, administration, accountability and program provision and quality.

E. Confidentiality

1. All records and other information maintained by the Provider about persons receiving services under this Agreement are confidential and shall be protected by the Provider from unauthorized disclosure.
2. Nothing in Section F shall affect the requirement or provisions of Sections G and H.

F. Information System

The Provider shall participate in the Management Information System as required and shall furnish to Senior Resources any additional information as may be necessary to allow Senior Resources to monitor the Provider's performance under this Agreement.

G. Maintenance of Records

1. The Provider shall prepare and maintain and shall retain for a period of three (3) years, or such longer period as any applicable licensing standards may require, following completion of performance under this Agreement, the following:
 - a. Such data as are necessary to satisfy applicable reporting requirements of Senior Resources and, if payment hereunder is on a cost reimbursement basis, financial books and records which reflect costs incurred in and allocated to performing the services covered by this Agreement. These books and records will be maintained in accordance with generally accepted accounting principles.
 - b. Personnel Policies
 - c. Personnel Records

H. Non-Discrimination in Service Delivery

1. The Provider shall not deny any services to or otherwise discriminate in the

delivery of services against any person who otherwise meets the eligibility criteria for the program as determined by the Senior Resources on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental handicap.

The Provider shall comply with all applicable provisions of:

- (a) Title VI of the Civil Rights Act of 1965 (42 USC 2000d et seq.) prohibits discrimination on the bases of race, color or national origin, and
- (b) Section 504 of the Rehabilitation Act of 1973, (29 USC 794) and the regulations promulgated hereunder, (45 CFR Part 84) prohibits discrimination against qualified handicapped individuals on the basis of handicap in any program or activity receiving or benefiting from federal financial assistance and require programs and activities, when viewed in their entirety, to be readily accessible to handicapped persons.

I. Conditions on Performance of Services

The services to be performed by the Provider shall be performed in accordance with this Agreement. The Provider further agrees to provide services related to the Area Plan of Senior Resources and the goals and objectives set forth therein, with the Provider's Proposal with Title III of the Older Americans Act of 1965, as amended and all regulations promulgated hereunder including, but not limited to, those applicable regulations set out in 45 CFR Part 74 and with all applicable federal and state laws, regulations, orders and guidelines governing the performance of the services hereunder, including, but not limited to, the Policy Manual of Senior Resources. The Provider further agrees it has read the foregoing specified regulations.

J. Termination

- 1. Either party may terminate this Agreement without cause upon provision of written notice to the other at least ten (10) calendar days prior to the effective date of the contract.
- 2. If Senior Resources determines that any non-compliance with the terms of this Agreement on the part of the Provider endangers the life, health and safety of any recipients of Services, it may terminate this Agreement by verbal notification to be followed by written notification, (return receipt requested) setting forth the specified reasons for termination. The written notification will be submitted within three (3) business days following the verbal notification.
- 3. Senior Resources may terminate this Agreement, for reasons other than those constituting a non-compliance that endangers the life, health and safety of the recipients of service, if the Provider has failed to comply with the provision of this Agreement, in whole or in part. However, before terminating this Agreement pursuant to this subsection, Senior Resources shall notify the Provider, in writing, of the specific areas of non-compliance. The Provider shall restore compliance within thirty (30) calendar days of the date of the notice. If the Provider has not restored compliance within the thirty (30) calendar day period, Senior Resources may terminate this Agreement by furnishing the Provider with written notice at

least thirty (30) calendar days prior to the effective date of termination.

4. The Provider may terminate this Agreement prior to its Agency's failure to comply with a material provision of this Agreement. The Provider shall furnish Senior Resources Agency on Aging with written notice of termination at least thirty (30) calendar days prior to the effective date of termination.

K. Obligations Upon Termination

1. Upon termination, all finished and unfinished documents, data, studies and reports, prepared by the Provider pursuant to this Agreement, shall become the property of Senior Resources Agency on Aging.
2. Upon termination, the Provider shall be entitled to payments for Services rendered in the satisfactory performance of this Agreement, provided that the Provider shall submit properly completed invoices to Senior Resources Agency on Aging no later than forty-five (45) calendar days after the date of termination.

L. Reclamation

Senior Resources Agency on Aging may reclaim, upon the expiration or termination of this Agreement, the cost of equipment which is in part or fully reimbursed by funds pursuant to this Agreement and which has a useful life of more than one (1) year and a cost in excess of one thousand (\$1,000.00) dollars.

M. Assignment and Subcontract

The Provider shall not assign or subcontract any interest in this Agreement without prior written consent of Senior Resources Agency on Aging, provided that, claims for money due or to become due to the Provider from Senior Resources Agency on Aging under this Agreement may be assigned to a bank, trust company or other financial institution without such consent and that notice of any such assignment is furnished promptly to Senior Resources Agency on Aging. None of the Services to be provided by the Provider pursuant to this Agreement shall be subcontracted to any other organization, association, individual, partnership or group of individuals without the prior written consent of Senior Resources Agency on Aging.

N. Amendment

This Agreement may be amended, waived or discharged by the mutual consent of both parties at any time during its term. Amendments to this Agreement shall be in writing, signed by persons authorized to bind in contract Senior Resources Agency on Aging and the Provider. All amendments must be attached to this Agreement.

O. Miscellaneous

1. The Provider shall not knowingly employ, compensate or arrange to compensate any employee of Senior Resources Agency on Aging during the term of this Agreement without the prior consent of Senior Resources Agency on Aging.
2. Senior Resources Agency on Aging assumes no liability for the actions of the

Provider under this Agreement. Senior Resources Agency on Aging and Provider intend to create by this agreement the relationship of independent contractor and not an employer and employee or principal and agent relationship. Neither the Provider and its employees, nor Senior Resources Agency on Aging and its employees, are to be considered employees of or agents of the other party to this agreement.

3. This Agreement is subject to the availability of state and federal funds.
4. The Provider agrees to administer this Agreement in accordance with regulations, policies and procedures prescribed by federal, state and/or Senior Resources Agency on Aging guidelines.
5. Unless otherwise specified herein, any notice, approval, request or demand hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a United States mail box in a postage prepaid envelope addressed to the other.
6. Waiver by either party of any non-compliance shall not constitute a waiver of any subsequent non-compliance.
7. This Agreement constitutes the entire agreement and understanding between parties and supersedes all prior agreements and understandings relating hereto.
8. Excusable causes of Non-Performance. In the event that the Provider is rendered unable wholly or in part by a Force Majeure as defined herein to carry out its obligation under this agreement, it is agreed that on notice to Senior Resources Agency on Aging setting forth the particulars of such Force Majeure, in writing the obligation of the provider to the extent affected by such Force Majeure shall be suspended during the continuance of any inability so caused, but for no longer period and such cause shall as far as possible be remedied with all reasonable dispatch. The term Force Majeure as employed herein shall mean acts of God, riots, embargoes, wars, blockades, insurrections, strikes and work stoppages, fires, snow, ice, floods, wind, governmental orders or regulations, accidents and other contingencies beyond the reasonable control of the Provider and which by the exercise of due diligence the Provider is unable to prevent or overcome.

PART II MANDATORY TERMS AND CONDITIONS

A. IDENTIFICATION OF FUNDING SOURCE

The Recipient will identify the source of funding for this project in all publicity, including all materials published about the project. The following sentence may be used for this purpose. "This program is supported by the Senior Resources – Agency on Aging with Title III funds made available under the Older Americans Act."

B. OLDER AMERICANS ACT

The undersigned hereby agrees to comply with the Older Americans Act of 1965, as amended all requirements imposed by the applicable HHS regulations and all guideline issued pursuant thereto.

As a condition of receipt of funds under this Act, each provider shall assure that they will:

1. Provide the Agency on Aging, in a timely manner, statistical and other information which the Agency requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State and/or Federal funding sources;
2. Afford older persons the opportunity to contribute for all or part of the costs of the project's services. The Contractor is accountable to Senior Resources for income generated by AAA supported activities. Records of the receipt and disposition of program income must be maintained by the Contractor in the same manner as required for the AAA funds that gave rise to the income. Such income is subject to disposition and use at the option of Senior Resources;
3. Protect the privacy of each older person with respect to his or her contributions;
4. Establish appropriate procedures to safeguard and account for all contributions;
5. Not deny any older person a service because the older person will not or cannot contribute to the cost of the service;
6. With the consent of the older person or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person or the household of the older person in imminent danger;
7. Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies;
8. Assist participants in taking advantage of benefits under other programs;
9. Assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services; and
10. Assure that the proposed project intends to satisfy the service needs of older persons with severe disabilities; those living in rural areas; those with greatest economic need; those with greatest social need; those with Alzheimer's disease and related disorders; and those with limited English proficiency.

C. COST STANDARDS

The Contractor shall comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management, as may be amended from time to time. The Cost Standards are published by OPM on the web at http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm.

D. AUDIT REQUIREMENTS

The Contractor shall provide for an annual financial audit for funds awarded to the Contractor. The Contractor will comply with federal and state single audit standards as applicable. Each recipient must have an audit done at the end of the first year. Thereafter, audits usually are made annually, but must be done at least once every two years. If bi-annual audits are to be conducted, the audit must cover at least to the last audit. Audits must be performed on an organization wide basis, with appropriate testing of grant related transactions. Audits must be conducted according to the federal requirements noted in OMB Circular A-122 for cost principles for non-profits and OMB Circular A-133 for state, local government, and non-profits organizations.

E. CARRYOVER FUNDS

Unused funds are not carried over from one project year to the next.

F. VERIFICATION OF NON-FEDERAL MATCH

Verification of the non-federal match by means of in-kind vouchers or other documentation will be reviewed during assessments or periodic reviews. Verification of the total amount for the project year must be available for audit purposes within forty-five (45) calendar days after the close of the project year.

G. REPORTING REQUIREMENTS AND MONITORING

Monthly financial reports required by Senior Resources must be received by the 15th of the following month. Participation in the statewide Management Information System (MIS) is required. MIS monthly forms are due by the 15th of the following month. Senior Resources will reimburse based on current MIS statistics.

The Contractor will submit required reports by the designated due dates. Senior Resources reserves the right to withhold payments for services performed under this contract if Senior Resources has not received acceptable progress reports, statistical reports, expenditure reports, refunds and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with Senior Resources.

The Provider shall establish and maintain such documents and financial and program records as are required by Senior Resources to insure documentation, monitoring and evaluation of financial activities and the provision of purchased services. In addition, the Provider shall prepare and submit monthly performance records; and, upon request of Senior Resources such programmatic, fiscal and administrative data as Senior Resources reasonably deems necessary for the monitoring and evaluation of such activities and services and to substantiate Senior Resources claim for reimbursement from the Connecticut Department of Social Services.

Within forty-five (45) calendar days after the termination of this Agreement, the Provider shall submit to Senior Resources an Income and Expense Statement which reflects the Program Period. .

All financial, program and other books, records, documents and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the United States Department of Health and Human Services, the Connecticut Department of Social Services, Senior Resources, or their authorized representatives, who shall at all reasonable times have access to the premises wherein such books, records, documents and property are located. The Provider shall retain all such books, records and documents for three (3) years after completion and submission of annual audit.

The Provider shall keep all funds received from Senior Resources pursuant to this Agreement in an identified bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement.

The Provider shall provide to Senior Resources such additional data as Senior Resources reasonably may require to permit it to monitor performance of this Agreement at a level sufficient to ensure appropriate fiscal, administration, accountability and program quality.

H. PROHIBITED INTEREST

The Contractor warrants that no state or federal funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence any officer or employee of Senior Resources or any state or federal agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

I. OFFERS OF GRATUITIES

By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of Senior Resources or the State of Connecticut has or will benefit financially or materially from this contract. Senior Resources may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.

J. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federal or state appropriated funds were paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement,

and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal or state appropriated funds were paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the Contractor will complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The Contractor will include the language of this certification in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and requires that all sub recipients certify and disclose accordingly.

K. SUSPENSION OR DEBARMENT

Signature of this contract certifies the Contractor or person (including subcontractors) involved in the administration of Federal or State funds:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or Local);
2. Within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the above offenses;
4. Has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to Senior Resources – Agency on Aging.

L. FACILITY STANDARDS AND LICENSING COMPLIANCE

The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise prohibited by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

M. NON-DISCRIMINATION

The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or

physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:

(1) Who are active in the daily affairs of the enterprise,

(2) who have the power to direct the management and policies of the enterprise and

(3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and

"good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted

efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) the Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

(h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is

(1) a political subdivision of the state, including, but not limited to, a municipality,

(2) a quasi-public agency, as defined in C.G.S. § 1-120,

(3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267,

(4) the federal government,

(5) a foreign government, or

(6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

N. STATUTORY AND REGULATORY COMPLIANCE

1. REHABILITATION ACT OF 1973

The Contractor will comply with section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794) all requirements imposed by the applicable Health and Human Services regulation (45 C.F.R. Part 84) and all guidelines and interpretations issued.

2. HIPAA REQUIREMENTS

The Contractor will safeguard the use, publication and disclosure of information on all individuals who receive services under the contract in accordance with all applicable federal and state laws regarding confidentiality, which includes but is not limited to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) more

specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C and E.

3. AMERICANS WITH DISABILITIES ACT OF 1990.

The Contractor will comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. As applicable, the Contractor agrees to abide by provisions of § 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

O. CERTIFICATION OF A DRUG FREE WORKPLACE

The Contractor will comply with the Drug-Free Workplace Act of 1988 in matters relating to providing a drug-free work place. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of such prohibition;
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - The dangers of drug abuse in the work place.
 - The person's or organization's policy of maintaining a drug-free workplace,
 - Any availability of counseling, rehabilitation and employee assistance programs, and
 - Penalties that may be imposed upon employees for drug abuse violations.
 - Provide that every employee who works on the proposed contract or grant:
 - Will receive a copy of the company's drug-free policy statement, and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

P. NON-DISCRIMINATION REGARDING SEXUAL ORIENTATION

The Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United State or of the State of Connecticut. The Contractor also agrees to the following:

- Employees are treated, when employed, without regard to their sexual orientation;
- A notice stating the above will be posted in conspicuous places available to employees and applicants.
- To comply with the Connecticut General Statutes 46a-56.

- Q. **UTILIZATION OF MINORITY BUSINESS ENTERPRISES**
It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. §§ 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.
- R. **PRIORITY HIRING**
Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this section shall apply.
- S. **WHISTLEBLOWING**
This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
- T. **CAMPAIGN CONTRIBUTION RESTRICTIONS**
The Contractor will comply with Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
- U. **NON-SMOKING.**
If the Contractor is an employer subject to the provisions of § 31-40q of the Connecticut General Statutes, the Contractor agrees to provide upon request a

copy of its written rules concerning smoking.

V. EXECUTIVE ORDERS

(a) Executive Order No. 3: Nondiscrimination. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 16: Violence in the Workplace Prevention Policy. This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:

(1) Contractor shall prohibit employees from bringing into the work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow;

2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;

(3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the site;

(4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules;

(5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

(c) Executive Order No. 17: Connecticut State Employment Service Listings. This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

(d) Executive Order No. 7C: Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:

(1) The State Contracting Standards Board ("Board") may review this Contract and recommend to the state contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.

(2) For purposes of this Section, "Contract" shall not include real property transactions involving less than a fee, simple interest, or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification

requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

- (e) Executive Order No. 14: Procurement of cleaning products and services. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

ACCEPTANCE OF AWARD

An applicant offered a contract may accept or reject the offer within 45 calendar days of the date of issuance by returning this signed document or by rejecting the award in writing. If no correspondence indicating an acceptance or rejection is received within the 45 calendar day period, Senior Resources – Agency on Aging will consider the offer rescinded on the 46th day and will so notify the applicant in writing.

Non-compliance of any one or more of the above conditions may serve as justification for suspension or termination of financial support of the project by senior resources.

Senior Resources reserves the right to revise the funding amount downward at the end of the first six months if it is determined that the program is under spending and is projected to end the year with a balance.

This Agreement is to be construed in accordance with the laws of the State of Connecticut and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

This certifies that the accepting agency understands that it must administer this Agreement in compliance with all rules and regulations of the U. S. Department of Health and Human Services, the Connecticut Department of Social Services as well as Senior Resources Agency on Aging, Inc.

This further certifies that the accepting agency understands that no alterations of the terms specified in this document or within the Title III application as approved may be made without the prior approval of Senior Resources Agency on Aging, Inc.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Senior Resources Agency on Aging

Name of Provider



Signature of Authorizing Officer

Signature of Authorizing Officer

Executive Director

Title

Title

8/3/12

Date of Signature

Date of Signature



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Cheryl Hancin, Recreation Manager

MEMO

To: Board of Selectman

From: Cheryl Hancin, Recreation Manager

Date: Aug. 10, 2012

Re: Firework Contract

Three (3) bids were solicited regarding the fireworks for the 57Fest on Sept 22, 2012. Zambelli Fireworks was chosen by members of the committee with a bid of \$7,000 for a 2 year contract. While other companies were within this price range, Zambelli's had the most extensive "Grand Finale" than the other companies.

Recommended Motion

Motion for BOS to accept Zambelli Fireworks Manufacturing bid and authorize the First Selectman to sign all necessary documents.

TOWN OF COLCHESTER
COLCHESTER, CT

AUGUST 8, 2012

SYNOPSIS

September 22, 2012
\$7,000.00
- Revised -

SHELL DESCRIPTION	QUANTITY
OPENING FINALE	
One and One Half Inch Assorted Shells	372
Three Inch Assorted Shells	100
Four Inch Assorted Shells	6
BODY OF PROGRAM	
Three Inch Assorted Shells	310
Four Inch Assorted Shells	150
GRAND FINALE SHELLS	
One Inch Assorted Finale Shells	1330
One and One Half Inch Assorted Finale Shells	816
Three Inch Assorted Finale Shells	380
Four Inch Assorted Finale Shells	48

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 8th day of August 8, 2012, by and between:

Zambelli Fireworks Manufacturing Co. of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

Town of Colchester – Colchester, CT – (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below [if the Display is postponed as provided herein], (hereinafter referred to as the "Postponement Date" which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: September 22, 2012 **Postponement Dates:** September 23, 2012

Display Date: _____, 2013 **Postponement Dates:** _____, 2013

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of \$7,000.00 each year (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.
5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.

7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area. Further, Zambelli will return at first light of the morning after the display date to conduct a site review, inspection and if necessary, the removal of any unexploded firework.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and Client will pay to Zambelli, 50% of the Purchase Price, less any Deposit paid prior to the Display Date.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
 - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price
 - (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
15. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the Federal District Court for the Western District of Pennsylvania to decide all disputes regarding this Contract.
16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain

materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

- 21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
- 22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to the signer below.
- 23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 24. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY _____
date

BY _____
date

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.

PO Box 1463

New Castle, PA 16103

724-658-6611

800-245-0397

FAX 724-658-8318

ZAMBELLI

FIREWORKS

Manufacturing Company

www.zambellifireworks.com

US Corporate Headquarters
PO Box 1463
New Castle, PA 16103
724.658.6611 or 800.245.0397
724.658.8318 (Fax)

Invoice Date:	August 8, 2012
Invoice Number:	
Customer Number:	10-112139

INVOICE

SOLD TO: *Town of Colchester*
Colchester, CT

SHOW DATE	DESCRIPTION	TOTAL PRICE
September 22, 2012	One Display of Fireworks	\$7,000.00
_____, 2013	One Display of Fireworks	\$7,000.00

50% Deposit Payment Due for 2012 display with signing of the contract

50% Deposit Payment Due for the 2013 display due by 8/15/13

***** PLEASE RETURN INVOICE WITH PAYMENT *****

ZAMBELLI

F I R E W O R K S
 Manufacturing Company
 www.zambellifireworks.com
 COMMUNICATION SHEET

Communication Sheet must be completed in its entirety and returned.
 Do NOT complete items with "Same as Last Year" or Already on File:
 A Zambelli representative will contact one of the following
 for further instructions.

ZAMBELLI FIREWORKS MANUFACTURING COMPANY
 PO Box 1463
 New Castle, PA 16103
 724.658.6611 or 800.245.0397
 724.658.8318 (Fax)

Customer Information	Show Information
Customer Name: _____	Show Date: _____
Address: _____	Rain Date: _____
City: _____	Time of Show: _____
State: _____ Zip: _____	Duration of Show: _____
Firing Site Location	Storage Site Location
Description _____	Description _____
Site Contact Name _____	Site Contact Name _____
Phone Number _____	Phone Number _____
Address _____	Address _____
City _____	City _____
State _____ Zip _____	State _____ Zip _____
Contact Person	Alternate Contact #1
Name _____	Name _____
Address _____	Address _____
City _____	City _____
State _____ Zip _____	State _____ Zip _____
Home Number _____	Home Number _____
Fax Number _____	Fax Number _____
Office Number _____	Office Number _____
Cell Number _____	Cell Number _____
E-mail _____	E-mail _____
Alternate Contact #2	Alternate Contact #3
Name _____	Name _____
Address _____	Address _____
City _____	City _____
State _____ Zip _____	State _____ Zip _____
Home Number _____	Home Number _____
Fax Number _____	Fax Number _____
Office Number _____	Office Number _____
Cell Number _____	Cell Number _____
E-mail _____	E-mail _____

ZAMBELLI

F I R E W O R K S

Manufacturing Company
www.zambellifireworks.com

INSURANCE REQUISITION FORM

CUSTOMERNAME: _____

ADDRESS: _____

DISPLAY DATE: _____ TIME: _____

DISPLAY LOCATION: _____

NAMES OF ADDITIONAL INSURED: (Please include all sponsors): _____

NAME OF PROPERTY OWNER OR DISPLAY SITE: _____

CERTIFICATE TO BE ISSUED TO: _____

TITLE: _____ PHONE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

THIS FORM MUST BE RETURNED WITH YOUR SIGNED CONTRACT IN ORDER FOR THE INSURANCE CERTIFICATE TO BE PROCESSED. OUR INSURANCE COMPANY REQUIRES THAT WE HAVE THIS FORM IN ADDITION TO THE SIGNED CONTRACT PRIOR TO THE CERTIFICATE BEING ISSUED.

THE INSURANCE COMPANY ALSO REQUIRES THAT A DIAGRAM OF THE DISPLAY SITE AND A DESCRIPTION OF THE SURROUNDING PROPERTIES BE SUBMITTED BEFORE THE SHOW. PLEASE ATTACH THE DIAGRAM TO THIS FORM. IF YOU HAVE ANY QUESTIONS. PLEASE CONTACT THE INSURANCE AND LOSS PREVENTION DEPARTMENT AT 1-800-245-0397.

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REQUIRED DIAGRAM AND FIRING SITE INFORMATION

Dear Customer:

Our goal is to provide you with the **BEST** possible display for your event dollar under the safest conditions. **IT IS OF THE UTMOST IMPORTANCE THAT YOU SUPPLY US WITH A DIAGRAM OR MAP OF THE DISPLAY AREA.** The map/diagram should show distances from the firing site to spectators, parking areas, buildings etc.

Please use the following checklist to assist you in submitting your map/diagram. If an item is not applicable to your situation, please insert N/A.

The BEST results can only be achieved with preparation and planning, therefore it is a prerequisite that we receive this information to plan your show.

Distances (in feet) from the firing site to the following:

- 1) **Spectators/Audience/Viewing Area** _____ Feet
- 2) **Parking Areas** _____ Feet
- 3) Occupied Buildings: (Residents) _____ Feet
- 4) Public Buildings: (Schools, Churches, Hospitals
Correctional Facilities, Etc.) _____ Feet
- 5) Fuel Pumps/Storage, Explosive/Toxic Material Storage
(Gasoline Stations, Refineries, Etc.) _____ Feet
- 6) Temporary Event Set-ups: (Tents, Carnival Rides,
Concession Stands, Etc.) _____ Feet
- 7) Highways, Roads, Streets, Etc. _____ Feet
- 8) Overhead Obstructions: (Power Lines, Lighting, Etc.) _____ Feet
- 9) Active Railroads _____ Feet

Signature

Title

Date

SAFE SHOWS ARE A RESULT OF PROPER PLANNING!

To: Board of Selectman
From: Adam Turner
Date: August 8, 2012
Re: MSIG

MEMORANDUM

The Town staff is preparing to apply for a Main Street Investment Grant (MSIG). The Governor has designated \$5,000,000 in funding for projects that improve town centers and provide economic development. The submittal must include broader strategies for downtown development, discussion on job growth and other economic matters as well as specific project information. The Project must also be shovel ready.

Staff originally identified three alternative projects for a grant application for the MSIG. The specific projects and some brief descriptions are included below.

Project A: rear of Lower Merchant's Row

- a. Dumpster enclosures-
- b. Grading/planting islands
- c. Parking? –maybe add islands, etc to clean up instead of repaving?
- d. Alley – add lights make inviting, gates, signs, plantings, etc.
- e. façade improvements on the rear of the buildings

Project B: Main and Linwood Ave Streetscape

- a. Retaining wall
- b. Colchester sign
- c. Plantings, Lighting, street furnishings, etc.
- d. Sidewalk to connect to Stop +Shop

Project C: Reuse Jack's Chevrolet

- a. Walk to connect Stop &Shop
- b. Infrastructure, lighting
- c. Plantings, street furnishings, etc.
- d. Demolish Building?

Upon discussion with Office of Policy and Management Staff, it would be difficult to submit a proposal for the Jacks Chevrolet project as that property is not owned by the Town. We might apply for off-site connecting infrastructure and other supporting measures but staff had concerns that those would be funded without some commitment on the Jack's property itself.

Review of the Rear of the Lower Merchants Row area also identified some issues of concern namely the easement and other right of way agreements for use of the roadway and parking

area. There are several agreements that remain in effect for only another 10 years and might prove problematic. Re-negotiating these agreements for additional time and conditions might be difficult given the time frame we have to complete the grant.

We recommend then that we pursue project funding for the Development of a Streetscape between the Federated Church and the Stop and Shop. The streetscape would be designed in a manner similar to the Merchants Row project under construction. Upon completion we would have a streetscape path from the airline trail to the Stop and Shop connecting three of our economic corridors. A few conceptual sketches have been provided for your review.

Action – Concurrence of the Board of Selectman that Town staff continue to develop a grant proposal for the Linwood Avenue streetscape.



Town of Colchester, Connecticut

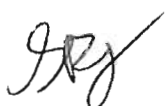
127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman 

Date: 7/30/12

Re: Proposed Ordinance Revisions

I am bringing several new and revised ordinances to the board for discussion and possible action at a future date. I would like the board to discuss each proposal and provide feedback prior to submission to Town Counsel for their review. The new ordinances are attached.

Once the final language is agreed upon, any new or revised ordinance must be approved by a Town Meeting.

Sunday Alcohol Sales

As previously discussed, the following changes are proposed:

§ 7-1. Sale on Sunday permitted.

The sale of alcoholic liquor shall be permitted in the Town of Colchester on Sundays from 12:00 noon until 9:00 p.m. in accordance with state statutes.

Open Space Advisory Committee

As previously discussed, the current makeup of the committee does not conform to what is allowable by our charter. Based on a previous board meeting, the following changes are proposed:

§ 18-53. Establishment; membership.

To assist in the implementation of the open space plan, the Board of Selectmen shall create a standing advisory committee, designated the "Open Space Advisory Committee," of seven members, to be comprised as follows: ~~the Conservation Commission staff person; the Planning Director; the Director of Parks and Recreation;~~ a representative of the Colchester Land Trust; a representative of a fish and game club; and ~~two~~ five members at large.

Penalty For Work Without Permits

As explained in the memo from the Planning and Zoning Commission, there continues to be a problem with work being conducted in the absence of the necessary permits. Currently, there is no penalty for this action. The proposed ordinance included in the memo would address this situation.

Limited Curfew for Minors

Attached is a proposed ordinance that would impose a limited curfew for minors on certain town and school properties. The ordinance has been drafted by town counsel. This ordinance has been reviewed by the Police Commission and forwarded to the Board of Selectmen. The vote was not unanimous.

It should be noted that this proposed ordinance is not without potential problems. There are constitutional issues regarding this proposed ordinance. Town Counsel was present at the Police Commission meeting to discuss these issues. This was a very good and thorough discussion that explored many of the issues this proposed ordinance presents. The meeting was recorded and I strongly encourage all board members to listen to this discussion.

Towns & Cities in Connecticut

TOWNS THAT HAVE PENALTIES FOR BUILDING WITHOUT A PERMIT

Andover	East Haven	Monroe	Sherman
Ansonia	East Lyme	Montville	Simsbury
Ashford	East Windsor	Morris	Somers
Avon	Eastford	Naugatuck	South Windsor
Barkhamsted	Easton	Newington	Southbury
Beacon Falls	Ellington	Newtown	Southington
Berlin	Enfield	New Britain	Sprague
Bethany	Essex	New Canaan	Stafford
Bethel	Fairfield	New Fairfield	Stamford
Bethlehem	Farmington	New Hartford	Sterling
Bloomfield	Franklin	New Haven	Stonington
Bolton	Glastonbury	New London	Stratford
Bozrah	Goshen	New Milford	Suffield
Branford	Granby	Norfolk	Thomaston
Bridgeport	Greenwich	North Branford	Thompson
Bridgewater	Griswold	North Canaan	Tolland
Bristol	Groton	North Haven	Torrington
Brookfield	Guilford	North Stonington	Trumbull
Brooklyn	Haddam	Norwalk	Union
Burlington	Hamden	Norwich	Vernon
Canaan	Hampton	Old Lyme	Voluntown
Canterbury	Hartford	Old Saybrook	Wallingford
Canton	Hartland	Orange	Warren
Chaplin	Harwinton	Oxford	Washington
Cheshire	Hebron	Plainfield	Waterbury
Chester	Kent	Plainville	Waterford
Clinton	Killingly	Plymouth	Watertown
Colchester	Killingworth	Pomfret	West Hartford
Colebrook	Lebanon	Portland	West Haven
Columbia	Ledyard	Preston	Westbrook
Cornwall	Lisbon	Prospect	Weston
Coventry	Litchfield	Putnam	Westport
Cromwell	Lyme	Redding	Wethersfield
Danbury	Madison	Ridgefield	Willington
Darien	Manchester	Rocky Hill	Wilton
Deep River	Mansfield	Roxbury	Winchester
Derby	Marlborough	Salem	Windham
Durham	Meriden	Salisbury	Windsor
East Granby	Middlebury	Scotland	Windsor Locks
East Haddam	Middlefield	Seymour	Wolcott
East Hampton	Middletown	Sharon	Woodbridge
East Hartford	Milford	Shelton	Woodbury
			Woodstock

YELLOW = Towns that have penalties for building without a permit

PINK = Towns with limited website – information not available

BLANK = Could not find information on website

**TOWN COMPARISONS
FEES FOR BUILDING WITHOUT PERMIT**

CITY/TOWN	PENALTY BUILDING W/O PERMIT	COMMENTS
Andover	\$10/day to \$100/day	
Ansonia	Max \$100	
Ashford	Max \$100	
Avon	doubled /\$1000max	
Barkhamsted	Fee doubled	
Beacon Falls	\$100max	
Berlin	Fee +\$25. + \$6/1000	
Bethany	Fee + 50%	
Bethel	Fee +100	
Bethlehem		Limited Website
Bloomfield	Fee + \$100	
Bolton	\$200.max	
Bozrah		Limited Website
Branford	Fee doubled	
Bridgeport	Fee doubled	
Bridgewater	Fee + \$500.	
Bristol	Fee + \$50.00	
Brookfield	Permit fee + \$50	
Brooklyn	Fee + \$200/max 1000	
Burlington	Fee +\$25. + \$6/1000	
Canaan	Fee + \$50/day	
Canterbury	Fee +\$10- 100/day	
Canton	Fee + \$90 citation fee	
Chaplin		Limited Website
Cheshire	Fee + \$150.00	
Chester	Fee + \$25.	
Clinton	Fee + \$250.	
Colchester		No Fee

**TOWN COMPARISONS
FEES FOR BUILDING WITHOUT PERMIT**

CITY/TOWN	PENALTY BUILDING W/O PERMIT	COMMENTS
Colebrook		Limited Website
Columbia	Fee + \$500 max	
Cornwall	Fee + \$10 - \$100	
Coventry	Fee + \$100	
Cromwell	Fee +\$500	
Danbury	Citations	
Danielson	Fee doubled	
Darien		Limited Website
Deep River		Limited Website
Derby		Limited Website
Durham	Fee + \$100/Day	
East Granby		
East Haddam		Limited Website
East Hampton	Fee plus \$100 max	
East Hartford	Fee + max. \$99/day	
East Haven	Fee + \$100	
East Lyme	\$500 max	
East Windsor	Citations	
Eastford		Limited Website
Easton		Limited Website
Ellington	Fee + \$200/1000	
Enfield	Fee doubled	
Essex		
Fairfield	FEE + \$100.	
Farmington	Citation max \$100	
Franklin		Limited Website
Glastonbury		Limited Website
Goshen	Fee + \$100.00	
Granby		Limited Website

**TOWN COMPARISONS
FEES FOR BUILDING WITHOUT PERMIT**

CITY/TOWN	PENALTY BUILDING W/O PERMIT	COMMENTS
Greenwich	Bldg. Fee + \$100. \$200. or \$5.00/1000 Trades \$200 each + Bldg. Fee	
Griswold	Fee +\$200 + \$200/trade	
Groton	Fee doubled	
Guilford	Fee doubled	
Hamden	Fee Doubled	
Hampton	Fee Doubled	
Hartford	Fee Doubled	
Hartland		Limited Website
Harwinton		Limited Website
Hebron	Fee doubled min. \$50	
Kent	\$100. 1st 1,000/\$6.00	
Killingly	Double the fee	
Killingworth	Per CT General Statutes	
Lebanon	Fee + \$500 max	
Ledyard	Fee + \$200.	
Lisbon	Fee + \$25 -\$250	
Litchfield	Fee + \$500.	
Lyme		Limited Website
Madison	Fee + \$500. max	
Manchester	Double the fee	
Mansfield	Fee + \$250	
Marlborough	Max of \$100.	
Meriden	Fee + \$100.00	
Middlebury		Limited Website
Middlefield		Limited Website
Middletown	Double the fee	
Milford	Fee + \$500.00	
Monroe	Bldg fee + \$200day	

**TOWN COMPARISONS
FEES FOR BUILDING WITHOUT PERMIT**

CITY/TOWN	PENALTY BUILDING W/O PERMIT	COMMENTS
Montville	Double the fee	
Morris	Fee + \$100.00	
Naugatuck	Fee + 25/\$500	
Newington	Fee + 25.00	
Newtown	Bldg. fee + \$100. max	
New Hartford		Limited Website
New Haven	Citation	
New London	\$500. min.	
New Milford	Fee + \$25.00	
Norfolk		Limited Website
North Branford	Fee +\$500.00	
North Canaan	\$25 - 100	
North Haven	Double or \$100/max	
No. Stonington	\$10 to \$250	
Norwalk	500min/\$1000 max	
Norwich	Double the fee	
Old Lyme	\$200 to \$1,000.	
Old Saybrook		Limited Website
Orange	Double the fee	
Oxford	Double the fee	
Plainfield	\$100/day	Limited Website
Plainville	\$10-250.	
Plymouth	Fee +\$200 to1,000.	
Pomfret		Limited Website

**TOWN COMPARISONS
FEES FOR BUILDING WITHOUT PERMIT**

CITY/TOWN	PENALTY BUILDING W/O PERMIT	COMMENTS
Portland	Fee + \$100.00	
Preston	Double the fee	
Prospect		Limited Website
Putnam	Fee + \$200.00	
Redding	Fee + \$75 to 100.	
Ridgefield	Fee + \$200 to 1,000.	
Rocky Hill	CGS	
Roxbury	\$10/500 a day	
Salem		Limited Website
Salisbury		Limited Website
Sherman	Citation \$250.00	
Simsbury	Per CT General Statutes	
Somers	\$99. max	
South Windsor	Fee + \$99.00	
Southbury		Limited Website
Southington	\$200 to \$1000/day	
Sprague		Limited Website
Stafford		
Stamford	Fee Doubled	
Sterling		Limited Website
Stonington	\$25 to \$500/day	
Stratford	Fee doubled + \$50.	
Suffield	\$200-\$1,000. max	
Thomaston	CGS	

**TOWN COMPARISONS
FEES FOR BUILDING WITHOUT PERMIT**

CITY/TOWN	PENALTY BUILDING W/O PERMIT	COMMENTS
Thompson	Not more than \$100	
Tolland	Fee Doubled + \$200-1000 max	
Torrington	Fee + \$150.	
Trumbull	Fee doubled + \$50.	
Wallingford		Website under Construction
Union		Limited Website
Vernon	Fee doubled	
Voluntown	Fee + \$100-200	
Warren	Fee + \$200.	
Washington	Fee + \$500.00	
Waterbury	Fee + \$50.	
Waterford	\$100 max penalty	
Watertown	Set by Town Council	Limited Website
Westport	Fee + \$150.00	
Wethersfield	Fee Doubled	
Willington	\$25 to \$500.00	
Wilton	Fee Doubled	
Winchester	\$200/for 1st \$1,000	
Windham	Fee Doubled	
Windsor		Limited Website
Windsor Locks		Limited Website
Wolcott	Fee Doubled	
Woodbridge	Fee Doubled	
Woodbury	\$500. max.	
Woodstock		Limited Website

MEMO

May 18, 2012

TO: The Board of Selectmen

FROM: **The Planning & Zoning Commission**

RE: Proposed recommended ordinance to address conducting work without permits

In the past few years the Land Use Dept. has had to respond to several instances of residents beginning or conducting work on projects prior to the required land use permits, building permits and health code reviews being issued. The issues range from clearing significant portions of land, actual construction, after the fact permit requests for work that was done without permits in order to re-finance or sell homes, and occupancy of new single-family homes without a Certificate of Occupancy.

The last two items are significantly important in that the Town could become liable should an injury occur due to faulty workmanship or non-code compliance.

To address this issue, the Department has compiled a significant amount of data from the other CT towns pertaining to their ordinances and/or regulations that impose various penalties and fees for conducting work without the required permits. While conducting this research, it was discovered that this issue had been previously raised with the Selectmen back in August of 2010 where they requested that a formal proposal be drafted to address building permit late fees. (Selectmen's minutes of 8/19/10)

The problem goes beyond just building department permit fees/penalties for work without permits. The penalty/fees need to also apply to necessary land use permits (i.e. Zoning and Inland Wetlands permits) not just building permits, as many of the infractions we have observed do not require building permits but may require Zoning, Inland Wetlands or both for permits or approvals.

Most of the towns in the State of CT (128 of the 168) have ordinances that address penalties/increased fees for conducting work prior to the issuance of required permits. There are approximately 34 towns for which there is no readily available information regarding this issue due to limited web sites. (See spread sheet attached) Many of the towns that impose penalties for building without

permits double the required fees. Some towns have a base penalty fee plus so much a day that the infraction continues, and some double the permit fees plus a penalty.

A proposed ordinance to impose penalty fees for conducting work that requires permits and/or reviews will require a significant Public Awareness Program via the newspaper/media, Town Hall postings, and the Town Web page. A “grace period” may also be considered before the ordinance goes into full effect.

PROPOSED ORDINANCE:

- A. Effective (1/1/13) there will be a penalty for work commencing prior to obtaining the required permits, approvals or reviews. Any owner or contractor, or either of them, commencing such construction, alteration, work or occupying a single family home without first obtaining the required permits, approvals or reviews shall have the applicable fees increased by the lesser \$1000.00 or 100% of the fees that otherwise would be due.
- B. Subsequent purchasers of residential property who determine after purchase that appropriate permits or approvals were not acquired shall not be assessed a penalty for any remedial work done to come into compliance with the Regulations or Codes. However, regular permit fees for the work shall apply.
- C. The provisions of Section A above notwithstanding, the Building Official may waive the penalty fees for emergency work affecting the health or safety of the public or of the occupants of the building.
- D. All fees plus penalties shall be collected and paid to the Town of Colchester prior to issuance of the permits, before any inspections are conducted and/or certificates of compliance or occupancy issued.

This proposed ordinance has been recommended by the Planning & Zoning Commission. It was reviewed at their meeting held on May 16, 2012 and with a minor correction to section “D”, a motion was made to forward the proposed ordinance to the Selectmen with a recommendation of approval. (See attached P&Z minutes of 5/16/12)

COLCHESTER PLANNING AND ZONING COMMISSION
REGULAR MEETING MINUTES
WEDNESDAY, May 16, 2012
TOWN HALL, 127 NORWICH AVENUE, COLCHESTER, CT
Room 2
7:00 P.M.

MEMBERS PRESENT: Chairman Joseph Mathieu; Vice Chairman Stacey Brown; Dave Gesiak, John Rosenthal, John Novak; and Christopher Bakaj Alternate: Jason Tinelle

MEMBERS ABSENT: Mark Noniewicz; Stan Soby, Board of Selectman Liaison; Adam Turner, Planning Director

STAFF PRESENT: Craig Grimord, Assistant Planner/Zoning Enforcement Officer; Gail Therian, Clerk;

1. **CALL TO ORDER** – Chairman Mathieu called the meeting to order at 7:04 p.m. J. Tinelle was seated as a voting member.

2. **Roll Call**

Chairman Mathieu asked the clerk to note those in attendance.

3. **Additions to Agenda** –

C. Grimord distributed a copy of a memo requesting an Item B added under Pending Applications: ZC #12-99 315 Colchester Realty, LLC, Applicant; Application to change current western portion of the property that is now in the Business Zone to Commercial Zone. The following parcel is affected: 315 Old Hartford Road, Assessors Map 09-00, Lots 012 & 012-001.

So moved, by S. Brown, seconded by J. Rosenthal. **Motion carried unanimously.**

4. **Minutes of Previous Meetings – Minutes of Regular Meetings – May 2, 2012**

Motion by J. Rosenthal, seconded by J. Novak to approve the Minutes of the Regular Meeting of May 2, 2012 as presented. **Abstentions:** S. Brown All others in favor **Motion carried.**

5. **Public Hearings** – None

6. **Preliminary Reviews** – None

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

8. **Five Minute Session for the Public** No one spoke

9. **Pending Applications:**

- A. **SD#12-018, Rodney Goldberg, applicant, Goldi-Locks Self Storage, LLC, owner,** site plan application for Phase II construction of 68 new storage units (10,200 Square feet) at the rear of the site with associated site improvements at 359 Lebanon Avenue, Assessors Map 05-06, Lot #021-002, General Commercial Zone. (Received 3/15/12; Decision must be made within 35 days of the receipt of the final report from Conservation Commission)

A copy of the Staff Report from C. Grimord had been included in the Commissioner's packets. C. Grimord said that the only outstanding issue on this application at the last meeting was the Conservation Commission decision on this application. The Conservation Commission met on May 9, 2012 and approved the application.

Motion by J. Novak, seconded by J. Rosenthal, seconded to approve Site Plan Modification SD#12-018, Rodney Goldberg, applicant, Goldi-Locks Self Storage, LLC, owner: Application for Site Plan Modification to construct Phase II of the self storage facility consisting of one 10,200 square foot building with 68 units and associated drives and parking at 39 Lebanon Ave., Tax Map #5-6, Lot #021-002, General Commercial Zone as submitted in revised plans dated 4/21/12 by J. Robert Pfanner and Associates, subject to the following modifications:

Final plans for endorsement are to have the following revisions to comply with the regulations:

- A. The building floor plans and elevation views are to be made part of the final plan set.
B. The IES lighting plan is to be made part of the final plan set

Abstentions: S. Brown All others in favor **Motion carried.**

RECEIVED
COLCHESTER, CT
2012 MAY 17 AM 9:55
NANCY A. BRAY
TOWN CLERK
Nancy A. Bray

- B. **ZC #12-99 315 Colchester Realty, LLC, Applicant;** Application to change current western portion of the property that is now in the Business Zone to Commercial Zone. The following parcel is affected: 315 Old Hartford Road, Assessors Map 09-00, Lots 012 & 012-001. (Received on 4/18/12, Public Hearing scheduled for 6/6/12)

C. Grimord told the Commission that Staff had expected this application to be withdrawn as discussed at the last meeting on May 2, 2012. A. Turner, Town Planner, spoke with the applicant and he has decided to go forward with the application. The Public Hearing is set for the June 6, 2012 meeting. No action on this application was required.

10. **Old Business** - None

11. **Planning Issues & Discussions** -

A. **Draft of Proposed Ordinance for Work without Permits**

A copy of a Staff Report, a copy of the draft of the Proposed Ordinance for Work without Permits, and a spread sheet indicating how each Town in Connecticut addresses this issue was included in the Commissioner's packets. C. Grimord explained how the research was conducted and how the information was used to draft the Proposed Ordinance. Discussion followed regarding Item B and Item D of the proposed Ordinance. It was decided to revise Item D to read: "All fees plus penalties shall be collected and paid to the Town of Colchester prior to the issuance of the permit, before any inspections are completed, and/or certificates of compliance or occupancy."

Chairman Mathieu called for a motion to forward and recommend approval to the Board of Selectmen the Proposed Ordinance for Work without Permits as amended at tonight's meeting.

So moved, by J. Rosenthal, seconded by S. Brown. **Motion carried unanimously.**

12. **Zoning Enforcement Officer's Report** April 2012

A copy of the April 2012 Zoning Enforcement Officer's Report was distributed. C. Grimord updated the Commissioners on the progress of several of the older enforcements. Discussion followed.

13. **Correspondence** – None

14. **Adjournment**

Motion by D. Gesiak, seconded by S. Brown to adjourn at 7:33 p.m. **Motion carried unanimously.**

Gail N. Therian, Clerk

**AN ORDINANCE ESTABLISHING HOURS DURING WHICH MINORS MAY
ACCESS CERTAIN TOWN PROPERTIES**

Be it ordained by the Town of Colchester in Town Meeting convened:

(A) PURPOSE AND STATEMENT OF NECESSITY

(1) The Town of Colchester finds that the incidence of unlawful acts committed in the Town by and against minors is increasing and markedly increases during the summer months when schools are not generally in session. The unlawful acts include vandalism of and on public property, including the Town Green, the Town recreation complex, the Ruby Cohen woodlands, and school grounds. The Town of Colchester also finds that persons less than eighteen (18) of age are particularly susceptible, by their lack of full maturity and experience, to participate in unlawful activities and to be victims of older perpetrators of crime, and that based on reason and experience, including the experiences of communities throughout the United States that have enacted similar ordinances, an ordinance prescribing hours during which minors may have access to certain town properties will reduce the frequency of such activities. The Town of Colchester has therefore determined that such an ordinance is necessary and desirable, will be in the interest of the public health, safety, and general welfare, and will help to attain the foregoing objectives and to diminish the undesirable impact of such conduct on the citizens of the Town of Colchester.

(2) This ordinance is intended to:

- (a) Protect minors from each other and other persons on the streets during nighttime hours;
- (b) Promote parental responsibility for and supervision of minors;
- (c) Protect the general public from nocturnal mischief and unlawful activities committed by minors; and
- (d) Assist the police in crime prevention.

(B) AUTHORITY

The Town of Colchester enacts this ordinance pursuant to authority granted it by the State of Connecticut, including without limitation by authority of Conn. Gen. Stat. § 7-148(c)(7)(F)(i), (iii) and (iv).

(C) DEFINITIONS

(1) CURFEW HOURS means:

(a) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday, until 6:00 a.m. of the following day;

(b) 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday; and

(c) This ordinance shall apply only from June 1 to September 1 of each year.

(2) EMERGENCY means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

(3) GUARDIAN means:

(a) a person who, under court order, is the guardian of the person of a minor;

or

(b) a public or private agency with whom a minor has been placed by a court.

(4) MINOR means any person under eighteen (18) years of age.

(5) PARENT means a person who is:

(a) a natural parent, adoptive parent, or step-parent of another person; or

(b) at least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

(6) PUBLIC PLACE means the Town Green, the Town recreation complex, the Ruby Cohen woodlands, and school grounds.

(7) REMAIN means to linger or stay or to fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

(8) SERIOUS BODILY INJURY means bodily injury that creates a substantial risk of death or that causes death, serious impairment, disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

(D) PROHIBITED ACTS

(1) Curfew for minors. It shall be unlawful for any minor to remain, idle, wander, stroll or play in any public place during curfew hours.

(2) Parent's responsibility. It shall be unlawful for the parent, guardian or other adult person having custody or control of any minor to suffer or permit or by inefficient control to allow such minor to remain in any public place during curfew hours.

(E) EXCEPTIONS

(1) The prohibitions of subsections (D)(1) and (2) shall not apply if the minor was:

(a) accompanied by the minor's parent, guardian or other adult person having custody or control of such minor;

(b) on an errand or specific business or activity directed or permitted by the minor's parent, guardian or other adult person having custody or control of such minor, provided the minor makes no detour or stop;

(c) in a motor vehicle involved in interstate travel;

(d) engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;

(e) involved in an emergency;

(f) attending or traveling directly to or from a function or event supervised by adults and sponsored by the Town of Colchester, any school, and/or by any club, religious or other organization, provided such minor has the approval of his or her parent or guardian to attend said function or event;

(g) attending or travelling directly to or from an activity involving the exercise of First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or

(h) married or had been married or had disabilities of minority removed in accordance with Connecticut law.

(F) ENFORCEMENT

(1) General: Before taking any enforcement action under this section, a police officer shall ask the apparent minor offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no exception listed in subsection (E) hereof exists.

(2) For minors sixteen (16) years of age and older: Any police officer upon finding a minor sixteen (16) years and older in violation of this section may issue the minor an infraction citation for the violation and subject to the fines a set forth in subsection (G)(3). The police officer shall report such action to the chief of police or his or her designate who in turn shall notify the parent, guardian, or person having custody of such minor.

(3) For minors under sixteen (16) years of age:

(a) Any police officer upon finding a minor under sixteen (16) years of age in violation of this section shall ascertain the name and address of such minor and warn such minor that he or she is in violation of curfew and shall direct such minor to proceed at once to his or her home or usual place of abode. The police officer shall report such action to the chief of police or his or her designate who in turn shall notify the parents, guardian, or person having custody or control of such minor.

(b) If such minor refuses to heed such warning or direction by any police officer or refuses to give such police officer his correct name and address, or if such minor has been warned on a previous occasion that he or she is in violation of curfew, he or she may be taken to the police department and the parent, guardian, or other adult person having the care and custody of such minor shall be notified to come and take charge of the minor.

(G) PENALTIES

(1) Any person violating a provision of this section is guilty of a separate offense for each day or part of a day during which the violation is committed, continued or permitted.

(2) For minors sixteen (16) years of age and older:

a violation of this section shall be deemed an infraction with a fine of not more than _____ dollars (\$_____) for the first offense, _____ dollars (\$_____) for the second offense, and _____ dollars (\$_____) for all subsequent offenses.

(3) For minors under the age of sixteen (16) years:

(a) Violation of subsection (D)(2) by any parent, guardian or other adult person having the care and custody of a minor after having been previously notified under subsection (c) shall be deemed an infraction.

(b) Said parent, guardian or other adult person shall be fined not more than _____ dollars (\$_____) for the first offense, _____ dollars (\$_____) for the second offense, and _____ dollars (\$_____) for all subsequent offenses.

(c) It shall not constitute a defense that such parent, guardian, or other adult person did not have knowledge of the presence of the minor at any of the establishments or public places.

(4) Notwithstanding any other provisions of this section, any minor under the age of sixteen (16) violating the provision of this section may be referred to juvenile authorities and dealt with in accordance with the juvenile court law and procedure.

(H) SEVERABILITY

Severability is intended throughout and within the provisions of this section. If any provision, including, inter alia, any exception, part, phrase or term or the application to any person or circumstances is held to be invalid, other provisions or the application to other person or circumstances shall not be affected thereby.