

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

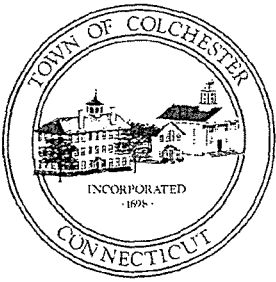
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COLCHESTER, CT

2012 APR 17 AM 9:25

Nancy A. Bray
NANCY A. BRAY
TOWN OF COLCHESTER, CT

Colchester Commission Chairmen Meeting Agenda
Thursday, April 19, 2012
Colchester Town Hall
Meeting Room 1 – 7:00 p.m.

1. Call to Order
2. Commission Updates – Commission Chairs
3. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

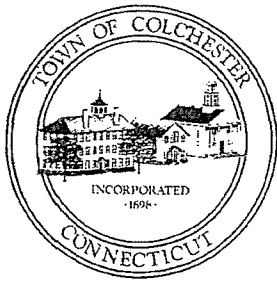
Board of Selectmen Regular Meeting Agenda Thursday, April 19, 2012 Colchester Town Hall

Meeting Room 1 – Immediately Following
Commission Chairmen Meeting at 7:00pm

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COLCHESTER, CT
2012 APR 19 AM 9:25
Nancy A. Bray
NANCY A. BRAY
TOWN CLERK

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the April 5, 2012 Regular Board of Selectmen Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Fair Rent Commission. Member re-appointment for a three-year term to expire 04/30/2015. Jack Faski to be interviewed.
 - b. Fair Rent Commission. Discussion and Possible member appointment for a three-year term to expire 04/30/15. Steven A. Schuster was interviewed on 04/05/2012.
 - c. Planning & Zoning Commission. Discussion and Possible member appointment for a three-year term to expire 12/31/14. Christopher Bakaj was interviewed on 04/05/2012.
 - d. Conservation Commission. Alternate appointment for a three-year term to expire 10/31/15. Mike Trocchi to be interviewed.
6. Budget Transfers
7. Tax Refunds & Rebates
8. Presentation of Eagle Scout Project by Kyle McCormick
9. Discussion and Possible Action on Fire Prevention & Safety Grant – Residential Smoke Alarm Program
10. Discussion and Possible Action on Local Option Property Tax Relief Task Force
11. Discussion and Possible Action on Old Firehouse Lease
12. Discussion and Possible Action on Memorandum of Agreement with Collaborative for Colchester's Children (C3)
13. Discussion and Possible Action on Continuation of the Discovery Initiative Grant (C3)

14. Discussion and Possible Action on Personnel Policy
 - a. Section II, pages 7 - 14 (2nd Reading)
15. Citizen's Comments
16. First Selectman's Report
17. Liaison Report
18. Executive Session to Discuss Land Acquisition
19. Executive Session to Discuss Litigation and Pending Claims
20. Executive Session to Discussion Negotiations with Colchester Police Local 2693T, AFSCME Council #15
21. Executive Session to Discuss Personnel Matter
22. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Board of Selectmen Regular Meeting Minutes
Thursday, April 5, 2012
Colchester Town Hall**

Meeting Room 1 – Immediately Following Town Meeting at 7:00pm

NANCY A. BRAY
TOWN OF COLCHESTER

Nancy A. Bray

2012 APR -5 AM 9:58

RECEIVED
COLCHESTER, CT

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

MEMBERS ABSENT:

OTHERS PRESENT: Derrik Kennedy, Adam Turner, James Paggioli, Dot Mrowka, Nancy Bray, Robert Tarlov, Donald Kennedy, Brad Bernier, Ryan Blessing, and other citizens.

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:08 p.m.
2. **Additions to the Agenda**
R. Coyle moved to add to the agenda item #10, "Discussion and Possible Action on Donate Life Flag" and renumber accordingly, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
3. **Approve Minutes of the March 15, 2012 Regular Board of Selectmen Meeting**
S. Soby moved to approve the minutes of the March 15, 2012 Regular Board of Selectmen meeting, seconded by R. Coyle. J. Ford and R. Coyle abstained. Unanimously approved. MOTION CARRIED.
4. **Approve Minutes of the March 19, 2012 Joint Board of Selectmen/Board of Finance Meeting**
S. Soby moved to approve the minutes of the March 19, 2012 Joint Board of Selectmen/Board of Finance meeting with edits made to correct spelling of names in the public comment section, seconded by R. Coyle. J. Ford abstained. Unanimously approved. MOTION CARRIED.
5. **Approve Minutes of the March 29, 2012 Special Board of Selectmen Meeting**
R. Coyle moved to approve the minutes of the March 29, 2012 Special Board of Selectmen meeting with the addition of "R. Coyle made a motion to separate the three budget transfers into three motions. The First Selectman said the budget transfer could not be split and ruled the motion out of order. No further action was taken on the motion to separate the budget transfers," seconded by J. Ford. J. Ford abstained. Unanimously approved. MOTION CARRIED.
6. **Citizen's Comments**
None.
7. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**

G. Schuster recused himself from the interview and discussion on 7a and turned the chair over to Selectman Soby.

- a. **Fair Rent Commission. Member appointment for a three-year term to expire 04/30/15. Steven A. Schuster to be interviewed.**
Steven A. Schuster was interviewed.

Selectman Soby turned the chair back to First Selectman Schuster

- b. **Planning & Zoning Commission. Member appointment for a three-year term to expire 12/31/14. Christopher Bakaj to be interviewed.**
Christopher Bakaj was interviewed.
 - c. **Police Retirement Board. Member re-appointment for a three-year term to expire 01/31/15. Brenden Healy to be interviewed.**
R. Coyle moved to re-appoint Brenden Healy as a member of the Police Retirement Board for a three-year term to expire 01/31/15, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
 - d. **Police Retirement Board. Member re-appointment for a three-year term to expire 01/31/15. Town Treasurer.**
R. Coyle moved to re-appoint Gregg LePage as a member of the Police Retirement Board for a three-year term to expire 01/31/15, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
 - e. **Police Retirement Board. Member re-appointment for a three-year term to expire 01/31/15. Board of Selectmen representative.**
J. Ford moved to re-appoint Stan Soby as a member of the Police Retirement Board for a three-year term to expire 01/31/15, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
 - f. **Conservation Commission. Alternate appointment for a three-year term to expire 10/31/15. Mike Trocchi to be interviewed.**
Mike Trocchi was absent.
8. **Budget Transfers**
None.
9. **Tax Refunds & Rebates**
G. Cordova moved to approve the tax refunds of \$5.32 to Christopher W. Anelli, \$35.16 to Melissa M. Bekris, \$100.00 to Patricia M. Blaauboer, \$54.03 to Robert or Karen Gum, \$34.86 to Louis J. Lenti, \$36.71 to Gregg LePage, \$3,284.25 to Eric & Jill Lundgren, \$1,803.04 to Stonegate Properties, and \$76.52 to Kenneth D. Vektor; seconded by S. Soby. Unanimously approved. MOTION CARRIED.
10. **Discussion and Possible Action Donate Life Flag**
S. Soby moved to approve flying the Donate Life flag on the Town Hall flag pole as the third flag for last two weeks in April, starting Monday, April 16 and ending Friday, April 27, as recommended by the Parks & Recreation Commission; seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
11. **Discussion and Possible Action on Sewer and Water FY 2012-2013 Operating Budget**
R. Coyle moved, “whereas the Town of Colchester Sewer and Water Commission forwarded and recommended the 2012-2013 Fiscal Year Sewer and Water Commission Operating Budget to the Board of Selectmen; The Board of Selectmen hereby adopt said Operating Budget as recommended and submitted by the Sewer and Water Commission budget at their meeting on March 14, 2012,” seconded by S. Soby. Unanimously approved. MOTION CARRIED.
12. **Discussion and Possible Action on Lebanon Avenue and South Main Street Streetscape Project Contract**
G. Cordova moved to award the Lebanon Avenue and South Main Street Streetscape Improvement Project to Colonna Concrete & Asphalt Paving, LLC, as recommended by the Town Engineer and town staff and to authorize the First Selectman to sign all necessary documents; seconded by S. Soby. Unanimously approved. MOTION CARRIED.

13. Discussion and Possible Action on Historic Documents Preservation Program Grant Application

S. Soby moved to appoint Nancy A. Bray, Town Clerk, as the applicant for the Historic Documents Preservation Program Grant and for the First Selectman to sign any necessary documents, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

14. Discussion and Possible Action on 2012 – 2013 Budget

S. Soby moved to send the Town and Board of Education budgets, as proposed by the Board of Finance, to the annual Town Meeting, scheduled for Wednesday, April 25, 2012 at 7:00 p.m. at Town Hall; seconded by G. Cordova. R. Coyle discussed raises of non-union employee and potential raises for Town employees and timeframe of notification to Board of Selectmen. Unanimously approved. MOTION CARRIED.

15. Discussion and Possible Action on Personnel Policy

- a. **Section I, pages 1 - 7** (3rd Reading)
- b. **Section II, pages 7 - 14** (2nd Reading)

R. Coyle commented on suggested changes and edits were recommended. No action taken.

16. Citizen's Comments

None.

17. First Selectman's Report

First Selectman Schuster reported that Tuesday, April 10 from 6:00-9:00pm there will be a Freedom of Information training at Town Hall and all board and commission members are encouraged to attend; the Honeywell project completed their 60% review and decisions and the outline of the final process will need to be made – a tri-board meeting will need to be held to discuss; the Volunteer Fair on Wednesday, March 28 was not well attended by the public, but created awareness and some applications were received; and there was a ribbon cutting at the new wellness center, who may already be looking to expand to the Red Barn.

18. Liaison Report

S. Soby reported that the Agriculture Commission supports the possible Slembek land purchase; the Planning & Zoning Commission received an accessory apartment application, had 8-24 on two bonding options, and a zoning violation will be followed-up on by staff; and the Police Commission finished edited the Rules and Regulations, there was discussion on the draft Curfew Ordinance, and further discussions on identifying the need for a second Resident Trooper.

19. Adjourn

G. Cordova moved to adjourn at 7:42 p.m., seconded by S. Soby. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrik M. Kennedy
Executive Assistant to the First Selectmen



Memo

To: Board of Selectmen
From: Chief Walt Cox **WJC**
Date: 4/16/2012
Re: Fire Prevention & Safety Grant / Residential Smoke Alarm Program

Project: Reducing community risk through a residential smoke alarm incentive program.

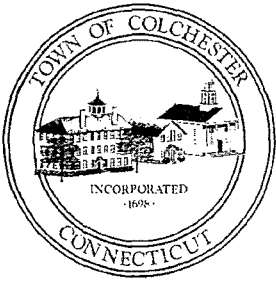
The Colchester Fire Department has an opportunity to apply for a federal grant to assist us in our efforts to make the Community of Colchester aware of the risk involved in not having an up-to-date functioning smoke alarm.

The amount of this grant would be \$50,000. Of which, the federal cost share is 95% (\$47,500) and the cost share to the town at 5% (\$2500).

The goal of this life saving program is to increase the number of homes with reliable working smoke detectors. These detectors will provide greater waking effectiveness, a 10 year battery life and combination ionization/photoelectric technology for quicker, more certain responses to the range of types of fire (Flame, Heat, and Smoke). Target audiences are families with young children and senior citizens.

The deadline for submittal of this grant is Friday, April 27, 2012

Thank You in advance for your consideration.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen
Cc: John Chaponis, Assessor
From : Gregg Schuster, First Selectman *GS*
Date: 4/16/12
Re: Local Option Property Tax Relief Task Force

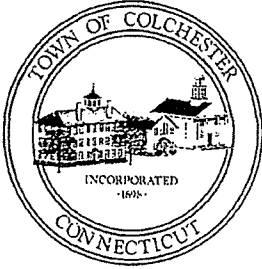
In 2008, the town amended our ordinances dealing with tax relief for elderly or permanently and totally disabled residents. The specific sections of the code are 129-19 through 129-26. This revision was done after the work of a task force which was created to examine and recommend tax relief options.

Paragraph A of section 129-26 states:

Beginning with the Grand List year 2012 and every five years thereafter, the Board of Selectmen shall form a local option property tax relief task force, consisting of at least one member of the Board of Selectmen, one member of the Board of Finance, one member of the Town Commission on Aging and four members of the general public to review this local option and the annual percentage rate being charged for the interest while the taxes are deferred.

There is some question over the exact meaning of "Grand List year 2012" and when exactly the Board of Selectmen should form this task force. This will be on the agenda for our next meeting so the board can discuss and conclude when this task force should be formed.





Town of Colchester, Connecticut

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Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc: Greg Plunkett, Director of Facilities
Jim Paggioli, Director of Public Works
Nancy Bray, Town Clerk
Dave Martin, CHVFC President

From : Gregg Schuster, First Selectman *GS*

Date: 4/10/12

Re: Old Firehouse Lease

As previously discussed, the town is moving forward on a long term lease with the Colchester-Hayward Volunteer Fire Company for the Old Firehouse. We have recently agreed upon terms and settled on contract language. The proposed contract is attached for your review.

In order to complete this transaction, several steps need to occur to satisfy state law and our town charter. Per state law, we are required to hold a public hearing on this matter prior to the final approval of the lease. Per our charter, we are required to gain approval from a town meeting as well.

My recommended schedule to complete this transaction is:

4/19/12 – Board of Selectmen initial review of contract

5/3/12 – Public Hearing on contract

5/3/12 – Following public hearing, Board of Selectmen approve contract and call a town meeting for 5/17/12

5/17/12 – Town Meeting prior to Board of Selectmen meeting

DRAFT

LEASE

THIS LEASE is made as of _____, 2012, by the TOWN OF COLCHESTER, a municipal corporation, organized and acting under the laws of the State of Connecticut ("Landlord"), and the COLCHESTER HAYWARD VOLUNTEER FIRE COMPANY, INC., a Connecticut non-stock corporation ("Tenant").

ARTICLE 1. AGREEMENT

Landlord leases the Premises (as defined in Article 2) to Tenant, and Tenant leases the Premises from Landlord, according to the terms, covenants and conditions in this Lease. Tenant acknowledges and agrees that it is fully familiar with the physical condition of the Premises and the structure(s) thereon, is occupying same "As-Is" in its present condition, and that the Premises complies in all respects with all requirements of this Lease.

ARTICLE 2. PREMISES

The Premises are the land and building commonly known as the "Historic Colchester Hayward Fire House", located at 100 South Main Street, Town of Colchester, County of New London, State of Connecticut, as further described in Exhibit A, attached hereto and made a part hereof.

ARTICLE 3. TERM

The term of this Lease is ninety-nine (99) years, beginning on _____, 2012 ("Commencement Date") and expiring on _____ 2111 ("Term").

ARTICLE 4. RENT

(a) Fixed Rent. Tenant will pay Landlord an annual rent of one dollar (\$1.00), receipt of which is hereby acknowledged ("Fixed Rent"). Any amounts to be paid by Tenant under this Lease which are not Fixed Rent are referred to collectively herein as "Additional Rent." Fixed Rent and Additional Rent shall collectively be referred to as "Rent."

(b) Additional Rent. Tenant shall pay directly to the taxing authority when due, or, at Landlord's option, to Landlord, the real estate and personal property taxes, if any, assessed and levied upon the Premises, as well as any special assessments or charges of any kind imposed upon the Premises for any purpose whatsoever during the Term and any interest, penalties, liens, fees and late charges, if any, relating thereto, as to which Tenant shall indemnify and hold Landlord harmless ("Taxes").

(c) Taxes. In any case where a tax may be levied, assessed or imposed upon the Additional Rent reserved hereunder in lieu of or as a substitute, in whole or in part, for Taxes levied, assessed or imposed by any governmental authority upon the Premises or any part thereof, Tenant shall pay the same, the intention of this paragraph being that Tenant shall pay all Taxes arising out of the operation of or imposed in connection with the Premises, without regard to how such tax is described, interpreted, construed or characterized by any governmental authority or court, provided that this Section shall not be construed to include income taxes assessed against Landlord, franchise, estate, succession, inheritance or transfer taxes or any tax or charge in replacement or substitution of the foregoing or of a similar character.

(d) Net Lease. This Lease is and shall be deemed and construed to be a "net lease," and Tenant shall pay all operating, maintenance, repair, renovation and utility costs and insurance premiums, except for those costs under Article 6(c) and, in addition, shall pay to Landlord, absolutely net throughout the Term, the Rent and all other payments required hereunder, free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or setoff of any kind.

ARTICLE 5. UTILITIES

Tenant will pay directly to the appropriate suppliers, or at Landlord's option, to Landlord, fees for all utilities used in the Premises, including, but not limited to, water, gas, electricity, light, heat, telephone, power, and other utilities and communications services. Tenant will also procure, or cause to be procured, without cost to Landlord, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any of the services to and upon the Premises. Landlord, upon request of Tenant, and at the sole expense and liability of Tenant, will join with Tenant in any application required for obtaining or continuing any of such services.

ARTICLE 6. INSURANCE

(a) Tenant's Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the Term a policy of comprehensive public liability insurance (including comprehensive general liability insurance) in the amount of \$1,000,000 per occurrence, insuring Tenant against any liability arising out of the use, occupancy or maintenance of the Premises. Such insurance shall be in the amounts designated by the Landlord, in its sole discretion. Such amounts may be reasonably increased by Landlord from time to time. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Such insurance shall also name Landlord as an additional insured therein. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same, but the cost thereof shall be borne by Tenant as Additional Rent. Insurance required hereunder shall be in companies rated A-XI or better in Best's Insurance Guide. Tenant shall deliver to Landlord, prior to or at the beginning of the Term, a copy of the policy of liability insurance required herein or certificate evidencing the existence and amounts of such insurance. No such policy shall be subject to reduction of coverage without thirty (30) days' prior written notice, provided that the coverage cannot be reduced below the minimum levels set forth above. All such policies shall be written as primary policies not to be cancelable or reduced as aforesaid by the insurer without first giving to Landlord at least thirty (30) days' prior written notice. Tenant shall also obtain and keep in force during the Term, at Tenant's expense, a policy of hazard insurance for its property located in the Premises.

(b) Glass. Tenant shall be responsible for all breakage or injury to plate glass, other glass or structural glass in the Premises and agrees to replace all the glass as cited herein in the Premises which may be injured or broken during the Term with glass of the same kind and quality, unless same shall be broken by fire, and shall carry insurance to cover such breakage or injury in an approved casualty company in the name of Landlord and pay the premium when due and payable.

(c) Landlord's Insurance. Landlord shall maintain in full force and effect throughout the Term a policy of hazard insurance insuring the Premises against loss by or damage due to risks covered by the broad form policy or such broader coverage as may from time to time be customary, including fire, lightning, extended coverage, boiler explosion, vandalism and malicious mischief. Such policy shall be in an amount deemed reasonable by the Landlord. Nothing herein shall preclude any such policy from bearing a loss payee endorsement(s) in favor of the holder(s) of any mortgage from Landlord which may encumber the Premises. Proceeds from said fire insurance policy shall be payable, first, to the holder(s) of

any such mortgage to the extent required thereby, and the balance shall then be payable solely to Landlord.

(d) Tenant's Use Not To Affect Insurance. Tenant shall not use the Premises, nor permit the Premises to be used, nor acts to be done therein which will cause a cancellation of any such insurance policies. Tenant shall not keep or permit to be kept in or about the Premises any article which may be prohibited by any standard form policy of fire insurance. Tenant shall, at Tenant's expense, comply with all insurance company requirements pertaining to the use of the Premises, so that the Premises shall at all times be insurable for fire extended coverage and the risks specified above. That the Premises are being used for the purpose set forth in Article 7 hereof, shall not relieve Tenant from the foregoing duties, obligations and expenses.

ARTICLE 7. USE

(a) General. The Premises will be maintained and used for historical purposes, specifically as a "fire museum", and upon Landlord's prior written consent, which consent shall be in Landlord's sole discretion, any other lawful purpose relating to the Tenant's use of and maintenance of the Premises known as the Town's "Historic Colchester Hayward Fire House"

(b) No Representations. Tenant acknowledges that neither Landlord nor any representative or agent thereof has made any representation or warranty to Tenant as to the suitability of the Premises known for the uses stated in Article 7(a).

(c) Compliance With All Laws. Tenant shall, at its sole cost and expense, comply with all federal, state, and municipal statutes, ordinances and regulations in force during the Term affecting the Premises and with any direction of any public officer, pursuant to law, which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Premises, or the use or occupation thereof. Should any standard or regulations affecting Tenant's use of the Premises now or hereafter be imposed on Landlord or Tenant by any governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, lessors or lessees, then Tenant agrees, at its sole cost and expense, to comply promptly with such standards or regulation.

(d) Environmental. Tenant shall not use or suffer the Property to be used in any manner so as to create an environmental violation or hazard, nor shall Lessee cause or suffer to be caused a contamination or discharge of any substance of any nature which is noxious, offensive or harmful or which under any law, rule or regulation of any governmental authority having jurisdiction constitutes hazardous substance or hazardous waste.

(e) Compliance with "Easements, Declaration of Covenants, and Declaration of Preservation Restrictions". The Tenant acknowledges that the Premises are subject to an agreement between the Landlord and the State of Connecticut, Connecticut Commission on Culture and Tourism, entitled "Easements, Declarations of Covenants, and Declaration of Preservation Restrictions" ("Easements"), recorded on the Land Records on the Town of Colchester at bk. 1086, pp. 289-297. A copy of said Easements marked Exhibit B is attached hereto and made a part hereof. The Tenant shall comply with and perform all of the obligations of the Landlord, its officers, officials, volunteers, representatives, employees, department, boards, commissions, agencies, successors and assigns under said Easements and shall indemnify and hold the Landlord, its officers, officials, volunteers, representatives, employees, departments, boards, commissions, agencies, successors and assigns, harmless from and against any and all demands, claims, causes of action, fines, penalties, sanctions, damages (including consequential damages), losses, liabilities, judgments and expenses (including without limitation attorney's fees and court costs) claimed to have arisen out of Tenant's failure to comply with said obligations. The Tenant

shall immediately notify the Landlord in writing upon its receipt from the grantee (or any successor or assign of grantee) under the Easements of any claim of violation of the Easements and Tenant shall immediately at its own expense take all steps necessary to eliminate any such violation. Notwithstanding the terms of paragraph 7 of the Easements, the use of the premises under this lease shall be solely as stated in paragraph 7(a) of this lease. The Tenant shall provide a copy of any notice or other communications by it to the grantee or any successor or assign thereof, or by the grantee (or any successor or assign of grantee) to it under said Easements and Tenant shall annually until the termination of the Easements provide the Landlord in writing a report demonstrating its compliance with the Easements during the preceding year. Tenant shall obtain and maintain all insurances required by paragraph 9 of the Easements and shall cause the Landlord to be named as an additional insured on all such policies.

ARTICLE 8. ENVIRONMENTAL MATTERS

(a) Definitions. For purposes of this Article the following definitions apply:

(1) “Environmental Conditions” means circumstances with respect to soil, surface waters, groundwaters, stream sediment, air and similar environmental media, both on-site and off-site of the Premises, that could require remedial action and/or that may result in claims and/or demands by and/or liabilities to third parties, including, but not limited to governmental entities. Environmental Conditions shall include those discovered after the termination of this Lease that result from the Tenant’s acts, omissions, occupancy and/or operations on the Premises.

(2) “Environmental Laws” means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, Hazardous Materials (as hereinafter defined), worker and community right-to-know, hazard communication, noise, remediation standards associated with soil and/or groundwater, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental, health, safety, building, land use, and local government concerns as may now or at any time hereafter be in effect. Such laws include, but are not limited to, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act, the Occupational Safety and Health Administration and Regulations, the Comprehensive Environmental Response, Compensation, and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide Fungicide and Rodenticide Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the Title 22a of the Connecticut General Statutes, all as amended and effective on the date hereof and including subsequent amendments thereto.

(3) “Existing Environmental Compliance Liability” means any or all environmental permits, approvals, consents, stipulations, licenses, registrations, certificates and authorizations which are required under the Environmental Laws applicable to the Tenant’s operations or occupancy on the Premises during the term.

(4) “Hazardous Materials” means any petroleum, petroleum products, waste oil, fuel oil, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, asbestos or asbestos containing materials, PCB’s, or infectious materials all as may be defined under the Environmental Laws, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

(5) “Notice” means any summons, citation, directive, order, claim, litigation, pleading, investigation, proceeding, judgment, letter or any other written or oral communication from the United States Environmental Protection Agency (“USEPA”), the Connecticut Department of Environmental Protection, or any other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional or unintentional act or emission which has resulted in or which may result in the Release (as hereinafter defined) of any Hazardous Material into the environment including, the surface water, groundwater, soil, air, or other environmental media, or other violation or alleged violation of Environmental Laws and shall expressly include the imposition of any lien pursuant to any Environmental Law.

(6) “Release” means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, ejecting, escaping, leaching, disposing, seeping, infiltrating, draining or dumping. This term shall be given its broadest meaning under the Environmental Laws, and be interpreted to include both the present and past tense, as appropriate.

(7) “Site Remediation Measures” means any efforts of federal, state or local government, or Landlord, or Tenant, their contractors, subcontractors, or agents, which are made, designed, initiated, or maintained to ensure that Environmental Conditions are consistent with Environmental Laws or to mitigate Existing Environmental Compliance Liability, and may include, without limitation, investigation, site monitoring, containment, clean-up, transport, removal, disposal, restoration and other remedial efforts of any kind.

(b) Tenant’s Restrictions. Tenant shall not cause or permit to occur:

(1) Any violation of any Environmental Law during the Term arising from Tenant’s acts, omissions, use and/or occupancy of the Premises regardless of whether such violation is discovered during or after the Term of this Lease; or

(2) The use, generation, Release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Materials on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Materials; or

(3) Any activity at the Premises which would cause the Premises to be subject to the Connecticut Transfer Act, Sections 22a-134 et seq., or Title 40, Section 264 of the Code of Federal Regulations pertaining to Hazardous Waste Treatment, Storage or Disposal Facilities; or

(4) The installation or use of any underground storage tank as defined and regulated under the Environmental Laws.

(5) Subsections (1), (2), (3), and (4) are collectively “Tenant’s Restrictions.”

(c) Tenant’s Obligations.

(1) Tenant shall, at Tenant’s expense, comply with all Environmental Laws relating to Tenant’s use and occupancy of the Premises.

(2) Tenant shall be responsible for any Environmental Condition or a Release of Hazardous Materials occurring during the Term, at or from the Premises relating to Tenant’s use and/or occupancy of the Premises regardless of whether such Environmental Condition discovered during or after the term of this Lease. Tenant shall, at Tenant’s expense, implement all Site Remediation Measures and post with Landlord a bond or other financial assurance to complete such remediation.

(3) Tenant shall promptly provide a copy of any Notice, or information relating to a Release of Hazardous Materials on the Premises, to the Landlord, and thereafter, at Tenant's expense, Tenant shall comply with the provisions of such Notice, or implement Site Remediation Measures to address the Release.

(4) If Tenant fails to fulfill any duty imposed under this Article within a reasonable time, Landlord may do so; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Environmental Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. Tenant shall reimburse Landlord for all costs of response, including attorneys' fees, and no such action by Landlord and no attempt made by Landlord to mitigate damages under any Environmental Law shall constitute a waiver of any of Tenant's obligations under this Article.

(5) Subsections (1), (2), (3), and (4) are collectively "Tenant's Obligations".

(d) Tenant's Environmental Indemnity. Tenant shall indemnify, defend and hold harmless Landlord, its officers, officials, volunteers, representatives, employees, department, boards, commissions, agencies, successors and assigns from all fines, suits, procedures, penalties, claims, liability, damages, expenses and actions of every kind, and all costs associated therewith (including, without limitation, attorneys' and consultants' fees) arising out of or in any way connected with a breach of Tenant's Obligations or Tenant's Restrictions, including but not limited to the Release of Hazardous Materials or the creation of any Environmental Condition occurring during the Term, on, under, about or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, or from Tenant's failure to comply with Environmental Laws or its Existing Environmental Compliance Liability.

(e) Inspection. Landlord and its designation agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with the terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right, but not the duty to immediately enter upon the Premises to remedy any Environmental Condition caused by Tenant's failure to comply notwithstanding any other provision of this Lease. Landlord shall use its best efforts to minimize interference with Tenant's business but shall not be liable for any interference caused thereby, and Tenant shall reimburse Landlord for all costs of response, including without limitation attorneys' fees.

(f) Condition of Property. Landlord and Tenant agree that:

(1) Tenant will be leasing the Premises "as is" and that Landlord is making no representations or warranties about the Environmental Conditions on the Premises;

(2) Tenant has been given the opportunity to thoroughly inspect the Premises;

(3) Tenant shall be responsible for all environmental conditions arising on the Premises after the date on which Tenant takes possession of the Premises and arising from the acts and/or omissions of the Tenant or anyone acting for or under the authority of the Tenant.

(g) Survival. The provisions of this Article 8 shall survive the expiration or earlier termination of this Lease.

ARTICLE 9. INSPECTIONS

(a) Inspection. Landlord and its designated agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether the Tenant is complying with the terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right to immediately enter upon the Premises to remedy any situation or matter caused by Tenant's failure to comply notwithstanding any other provision of this Lease. Landlord shall use its best efforts to minimize interference with Tenant's business but shall not be liable for any interference caused thereby, and Tenant shall reimburse Landlord for all costs of response, including without limitation attorneys' fees.

ARTICLE 10. ASSIGNMENTS AND SUBLEASES

(a) No Assignment by Tenant. Tenant expressly covenants that it shall not assign, mortgage or encumber this Lease, or sublet, or permit the Premises or any part thereof to be used by others.

(b) Landlord's Assignment. Landlord shall be entitled to convey and otherwise dispose of the Premises and shall be entirely free and released of all covenants and obligations of the Landlord after the Premises are so conveyed, and Landlord shall not be subject to any liability resulting from any act or omission or event occurring after such conveyance. The purchaser, or any person who takes title to the Premises from the Landlord or any person who subsequently holds title to the Premises other than by reason of foreclosure, shall be deemed to have assumed and agreed to carry out any and all covenants on Landlord's part to be performed under this Lease. No further agreement will be required between the Landlord and Tenant and any person holding title subsequent to Landlord in connection with the assumption of the obligations of Landlord hereunder.

ARTICLE 11. SIGNS

Tenant may only install signs that identify the property as "Historic Colchester Hayward Fire House" the Premises and all such signs shall be installed in accordance with federal state and local statutes, laws, ordinances, and codes. In addition to any governmental approvals, all signs are subject to the prior written approval of Landlord, which consent shall not be unreasonably withheld. This provision shall not restrict the Town of Colchester when acting in its municipal or zoning capacity. Approval of any signs by the Town of Colchester pursuant to its zoning regulations shall not constitute approval by the Landlord pursuant to this Article 11.

ARTICLE 12. REPAIRS AND MAINTENANCE

(a) Tenant's Obligations. Tenant shall repair, replace and maintain the Premises in good order and condition, including without limitation, the exterior walls, underflooring and roof of the Premises, and any improvements installed/constructed during the Term. Tenant shall be responsible for maintaining the Premises at its expense in a neat and orderly condition.

(b) Tenant's Failure to Repair. If Tenant fails to make repairs or replacements or to maintain the Premises, Landlord may, but shall have no duty, make the repairs or replacements or maintain the Premises at the expense of Tenant, and the expense will be collectible as Additional Rent to be paid by Tenant within fifteen (15) days after delivery of a statement for the expense.

(c) Notwithstanding anything in this Article 12 or in Article 13 to the contrary, all work done by Tenant shall be done in accordance with the Secretary of the Interior's Standards for the Treatment of

Historic Properties, 36 Code of Federal Regulations, Part 68, Sections 68.3, as they may be amended from time to time (the "SI Standards"). In addition, Tenant agrees that it shall repair and maintain (as required by this Article 12) and make any additions, alterations or improvements under Article 13, to the standards that Landlord would be held to if it were repairing, maintaining, altering or improving the Premises, including but not limited to, any requirements of any grant funding for the Premises, inclusion of the Premises in a historic district, any recorded encumbrances in regards to the Premises and inclusion of the Premises on the National Register of Historic Places. Tenant specifically agrees that this Lease is subject to and Tenant acknowledges and agrees to be bound by the terms of a grant by the State of Connecticut for the Town of Colchester. FILL IN DETAILS AND INCORPORATE.

ARTICLE 13. ALTERATIONS.

(a) Written Consent of Landlord. Tenant shall not make, or suffer to be made, any additions, alterations or improvements to the Premises or any part thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld:

(1) Tenant shall notify Landlord in writing specifying in detail the alterations or additions contemplated;

(2) Such notice shall be accompanied by a plan, blueprint or diagram showing such proposed alterations or additions, and a bid or contract signed by a reputable builder or contractor, undertaking to perform said work as shown on said plan, blueprint or diagram for a specified cost stated thereon;

(3) Tenant shall provide proof that the proposed alterations will be in accordance with the SI Standards and all other applicable laws; and

(4) Landlord shall within a reasonable time indicate in writing its approval or disapproval of said contemplated alterations or addition; and

(5) If Landlord approves thereof and the specified cost as above stated is less than Ten Thousand Dollars (\$10,000), such approval shall constitute the necessary consent to such alterations or additions; and

(6) If the cost of the proposed alterations is more than Ten Thousand Dollars (\$10,000), Tenant shall also furnish to Landlord proof of funding to complete the proposed alterations and agrees to indemnify and hold Landlord harmless from and against any and all claims, losses or damages resulting from the failure of Tenant, its agents, servants or employees or independent contractors fully to complete said alterations or additions in accordance with said plan or blueprint, or fully to pay therefor.

(b) No Liens. Tenant shall not create or permit to be created or to remain, and shall promptly discharge, any mechanic's lien or any conditional sale, title retention agreement or chattel mortgage, which might be or become a lien, encumbrance or charge upon the Premises or any part thereof. If any mechanic's lien shall at any time be filed against the Premises or any part thereof, Tenant, within (30) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such a lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, after ten (10) days' notice to Tenant, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the

judgment in favor of the lienor with interest, costs and allowances. Any amounts so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the rate of ten percent (10%) per annum from the respective dates of Landlord's making of the payment or incurring of the cost and expense shall constitute Additional Rent payable by Tenant and shall be paid by Tenant to Landlord on demand.

(c) In Accordance with Laws. Any alterations, additions, or improvements to the Premises shall be in accordance with accepted building practices and in compliance with all applicable laws, including but not limited to, building codes, zoning ordinances, rules and regulations of the Town or State of Connecticut. Tenant shall obtain all necessary and appropriate permits, licenses and approvals from all applicable governmental authorities. Tenant shall not do anything or permit anything to be done upon the Premises which will adversely affect the safety or security of the Premises.

(d) Part of Realty. Any additions, alterations or improvements to the Premises, including carpeting, partitions and fixtures of any kind, shall, at Landlord's option, become at once a part of the realty and belong to Landlord, except for furniture, trade fixtures, furnishings, machinery and equipment belonging to Tenant.

(e) No addition, alteration, or improvement shall be made to the Premises, or any structure(s) thereon, unless it is consistent with the purposes and uses of the Premises permitted by this Lease.

ARTICLE 14. END OF TERM

At the termination or expiration of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not the trade fixtures or equipment are fastened to the building. Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent, if the trade fixtures or equipment are used in the operation of the building or if the removal of the fixtures or equipment would impair the structure of the building. Whether or not Tenant is then in default, Tenant will remove alterations, additions, improvements, trade fixtures, equipment, and furniture that Landlord has requested be removed. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, alterations, additions, and improvements not so removed will conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them. Tenant will pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including without limitation the cost of repairing any damage to the building or Premises caused by removal of the property. Tenant's obligation to observe and perform this covenant will survive the termination of this Lease.

ARTICLE 15. DAMAGE AND DESTRUCTION

If, at any time during the Term, the Premises or any part thereof shall be damaged or destroyed by fire or other casualty of any kind of nature, foreseen or unforeseen, Tenant shall immediately notify Landlord in writing of such occurrence.

(a) Substantially Damaged. If the Premises are substantially damaged or destroyed by fire or other casualty, Landlord may terminate this Lease by notice to Tenant within one hundred twenty (120) days of such damage or destruction, and this Lease shall terminate immediately, upon which Tenant shall vacate and surrender the Premises to Landlord. If Landlord does not terminate this Lease, Tenant has the

option of promptly repairing the damage and restoring and rebuilding the Premises to substantially the same condition the Premises were in immediately prior to the fire or other casualty, at Tenant's sole cost and expense, including the proceeds of insurance with respect to such damage or destruction, if any. Any such repair, restoration and rebuilding is to be done within a reasonable time after the damage or destruction. Subject to the rights of any lender of the Landlord, the proceeds of insurance, if any, shall be made available to Tenant for the prosecution of such repair, restoration or rebuilding. Tenant shall notify Landlord that it will be repairing, restoring and rebuilding the Premises within one hundred twenty days (120) days after the earlier of: (i) the expiration of Landlord's right to terminate this Lease or (ii) Landlord's notification to Tenant that Landlord is not terminating this Lease pursuant to its right of termination. If Tenant elects not to repair, restore or rebuild the Premises, then Landlord may terminate this Lease at any time after the earlier of: (i) notification by Tenant that it will not repair, restore or rebuild or (ii) the passage of the aforementioned time periods.

(b) Not Substantially Damaged. If a fire or other casualty damages but does not substantially damage or destroy the Premises, Tenant shall promptly repair or restore the Premises to substantially the same condition the Premises were in immediately prior to the fire or other casualty, at Tenant's sole cost and expense, including the proceeds of insurance with respect of such damage or destruction, if any. Subject to the rights of any lender, the proceeds of insurance, if any, shall be made available to Tenant for the prosecution of such repair or restoration, which shall be undertaken in accordance with the provisions of Articles 12 and 13.

(c) Definition of Substantially Damaged. The Premises shall be deemed substantially damaged or destroyed if more than twenty-five (25%) of the Premises is damaged or destroyed or if the Premises cannot be used by the Tenant in substantially the same manner it was being used prior to the fire or other casualty.

(d) No Costs to Landlord. Tenant may not terminate this Lease or repair the Premises at Landlord's expense as a result of a casualty, and no damages, compensation or claim shall be payable by Landlord for any casualty or any inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises pursuant to this Article 15.

(e) Tenant's Improvements. Notwithstanding anything in this Lease to the contrary, Landlord shall not be required to (i) carry any insurance for, (ii) make any insurance proceeds available to Tenant for, (iii) repair any injury or damage by fire or other cause to, or (iv) make any repairs or replacements of the following: the interior of the Premises; any leasehold improvements made by Tenant; or fixtures, inventory or other personal property of Tenant, of employees and those claiming by, through or under Tenant. Rather, Tenant shall maintain at its own cost and expense insurance insuring all fixtures, equipment, improvements and appurtenances attached to or built into the Premises, whether or not by or at the expense of Tenant, any carpeting or other personal property in the Premises on the beginning of the Term installed by Landlord, all movable partitions, other business and trade fixtures, furnishings, furniture, machinery and equipment, and other personal property located in the Premises acquired by or for the account of Tenant.

(f) Waiver of Subrogation. Each policy of fire insurance carried by Landlord and Tenant shall provide that the insurer waives any right of subrogation against the other party in connection with or arising out of any damages to the Premises or Tenant's property contained in the Premises caused, as the case may be, by fire or other risks or casualty covered by such insurance. In no event shall Tenant, any person or corporation claiming an interest in the Premises by, through or under Tenant, or Landlord claim, maintain or prosecute any action or suit at law or in equity against the other party for any loss, cost or damage caused by or resulting from fire or other risk or casualty in the Premises or any part thereof, for

which Landlord or Tenant is required to be insured under the provision of this Lease, whether or not caused by the negligence of the other party, or the agents, servants or employees of the other party.

ARTICLE 16. CONDEMNATION

(a) General. In the event any permanent taking of all or any portion of the Premises (or any interest therein), which permanent taking of such portion materially impairs the use of the Premises then being made by Tenant, prior to the expiration or earlier termination of this Lease and by reason of any exercise of the power of eminent domain (whether by condemnation proceedings or otherwise) or by reason of any transfer of all or part of the Premises (or any interest therein) made in avoidance of such an exercise, the rights and obligations of Landlord and Tenant with respect to this Lease shall terminate as of the date of the Appropriation, as hereinafter defined. Such permanent taking, damage and/or transfer is an "Appropriation."

(b) Permanent Taking. A taking is permanent if its duration is more than one week.

(c) Respective Rights. Landlord and Tenant shall each have the right to represent its respective interest in each proceeding or negotiation with respect to an Appropriation or intended Appropriation and to make full proof of its claims, but Tenant's rights hereunder are limited to the award entitlements set forth in Article 16(d) below. No agreement, settlement, sale or transfer to or with the condemning authority shall be made without the consent of the Landlord.

(d) All Awards to Landlord. All awards, settlements and the like for the taking of the Premises, or any part thereof, shall be paid to Landlord and shall belong to Landlord absolutely, and Tenant shall have no claim or right against Landlord for the value of any unexpired Term.

ARTICLE 17. SUBORDINATION

(a) General. This Lease and Tenant's rights under this Lease are subject and subordinate to any ground lease or underlying lease, first mortgage, first deed of trust, or other first lien encumbrance or indenture from the Landlord to any third party, together with any renewals, extensions, modifications, consolidations, and replacements of them, which now or at any subsequent time affect the Premises, any interest of Landlord in the Premises, or Landlord's interest in this Lease and the estate created by this Lease. This provision will be self-operative and no further instrument or subordination will be required in order to affect it. Nevertheless, Tenant will execute, acknowledge and deliver to Landlord, at any time and from time to time, upon demand by Landlord, any documents as may be requested by Landlord, any ground landlord or underlying lessor, or any mortgagee, or any holder of a deed of trust or other instrument described in this section, to confirm or effect the subordination. If Tenant fails or refuses to execute, acknowledge, and deliver the document on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints Landlord, its successors, and assigns, as Tenant's attorney-in-fact to execute, acknowledge, and deliver on behalf of Tenant any documents described in this paragraph.

(b) Attornment. If any holder of any mortgage, indenture, deed of trust, or other similar instrument described in subparagraph (a) above succeeds to Landlord's interest in the Premises, Tenant will pay to it all Rent subsequently payable under this Lease. Tenant will, upon request of anyone succeeding to the interest of Landlord, automatically become the Tenant of, and attorn to, the successor-in-interest without change in this Lease. The successor-in-interest will not be bound by (1) any payment of Rent for more than one month in advance, (2) any amendment or modification of this Lease made without its written consent, (3) any claim against Landlord arising prior to the date on which the successor succeeded to Landlord's interest, or (4) any claim or offset of Rent against the Landlord. Upon request by the successor-in-interest and without cost to Landlord or successor-in-interest, Tenant will execute,

acknowledge, and deliver an instrument or instruments confirming the attornment. If Tenant fails or refuses to execute, acknowledge, and deliver the instrument within twenty (20) days after written demand, the successor-in-interest will be entitled to execute, acknowledge, and deliver the document on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints the successor-in-interest as Tenant's attorney-in-fact to execute, acknowledge, and deliver on behalf of Tenant any document described in this Article 17.

ARTICLE 18. LANDLORD'S ACCESS

Landlord, its agents, employees, and contractors may enter the building at the Premises at any time in response to an emergency, and at reasonable hours with prior written notice to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers or lenders, (c) determine whether Tenant is complying with its obligations under this Lease, (d) supply any other service which this Lease requires Landlord to provide, (e) post notices of nonresponsibility or similar notices, or (f) make repairs or conduct maintenance which this Lease requires Landlord to make, if any. Landlord may enter upon the land at the Premises at any time for any municipal purpose. Tenant waives any claim on account of any injury or inconvenience to Tenant's business, interference with Tenant's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by the entry. Landlord will at all times have a key with which to unlock all of the doors to and within the Premises (excluding Tenant's vaults, safes, and similar areas designated in writing by Tenant in advance). Landlord will have the right to use any means Landlord may deem proper to open doors within the Premises and to the Premises in an emergency in order to enter the Premises. No entry to the Premises by Landlord by any means will be forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any part of the Premises, nor will any entry entitle Tenant to damages or any abatement of Rent or other charges which this Lease requires Tenant to pay.

ARTICLE 19. INDEMNIFICATION, WAIVER AND RELEASE

(a) Indemnification. Tenant will indemnify Landlord, its officers, officials, volunteers, representatives, employees, departments, boards, commissions and agencies against, and hold Landlord, its officers, officials, volunteers, representatives, employees, departments, boards, commissions, agencies, successors and assigns harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) incurred in connection with or arising from:

- (1) the use or occupancy of the Premises by Tenant or any person claiming under Tenant;
- (2) any activity, work, or thing done or permitted or suffered by Tenant in or about the Premises;
- (3) any acts, omissions, or negligence of Tenant, any person claiming under Tenant, or other employees, agents, officers, officials, representatives, members, contractors, invitees, volunteers, or visitors of Tenant or any person;
- (4) any breach, violation, or nonperformance by Tenant, any person claiming under Tenant, or the employees, agents, officers, officials, representatives, members, contractors, volunteers, invitees or visitors of Tenant, of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or

(5) any injury or damage to the person, property, or business of Tenant or its employees, agents, officers, officials, representatives, contractors, invitees, visitors, or any other person entering upon the Premises.

If any action or proceeding is brought against Landlord, officials, its employees, representatives, agents, boards, or commissions, by reason of any claim, Tenant, upon notice from Landlord, will defend the claim at Tenant's sole expense with counsel reasonably satisfactory to Landlord.

(b) Waiver and Release. Tenant waives and releases all claims against Landlord, its officers, employees, agents, officials, volunteers, representatives, employees, departments, boards, commissions and agencies with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. In addition, Tenant agrees that Landlord, its agents, and employees will not be liable for any loss, injury death or damage (including consequential damages) to persons, property, or Tenant's business occasioned by: theft; act of God; public enemy; injunction; riot; strike; insurrection; war; court order; requisition; order of governmental body or authority; fire; explosion; falling objects; steam, water, rain or snow; leak or flow of water, rain or snow from the Premises or into the Premises or from the roof, street, subsurface, or from any other place, or by dampness, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the building; or from construction, repair, or alteration of the Premises or from any acts or omissions of any visitor of the Premises; or from any cause beyond Landlord's control.

ARTICLE 20. COVENANT OF QUIET ENJOYMENT

So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises during term hereof will not be disturbed by Landlord.

ARTICLE 21. LIMITATION ON TENANT'S RECOURSE

Tenant's sole recourse against Landlord, its successors and assigns, is to the interest of Landlord in the Premises. In this paragraph the terms "Landlord" and "successors" and "assigns" include the officers, officials, volunteers, representatives, employees, departments, boards, commissions and agencies of Landlord and its successors and assigns.

ARTICLE 22. BREACH AND LANDLORD'S REMEDIES

(a) Breach. As used in this Lease, "Breach" means any of the following:

(1) the failure of Tenant to pay when due any Rent, monies or charges required by this Lease to be paid or caused to be paid by Tenant;

(2) the failure of Tenant to do any act, other than the payment of Rent, monies or charges, required by this Lease to be done or caused to be done by Tenant, within ten (10) days after receipt by Tenant of written notice from Landlord stating that such act to be done by Tenant has not been done. In the event such act cannot be accomplished within said ten (10) day period, then Tenant, to preclude a Breach, must commence the accomplishment of such act within said ten (10) day period and thereafter proceed with diligence and good faith to accomplish same;

(3) tenant's causing, permitting or suffering to be done any act: (i) required by this Lease to have prior written consent of Landlord, unless such consent is so obtained; or (ii) prohibited by this Lease;

(4) tenant's abandonment or vacation of the Premises or failure to occupy the Premises for more than ten (10) consecutive days;

(5) tenant's failure to maintain and repair the Premises as provided in Article 12 or to renovate or restore the Premises in accordance with Article 13; and/or

(6) any (i) attachment, execution or judicial levy upon the leasehold estate hereunder; (ii) assignment of said leasehold estate for the direct or indirect benefit of creditors of Tenant; (iii) any agreement whereby Tenant loses control of its business to a committee of its creditors; (iv) judicial appointment of a receiver or similar officer to take possession of said leasehold estate of the Premises; (v) filing of any petition by, for or against Tenant or filing for a debtor's proceeding under any chapter of federal bankruptcy law or state bankruptcy law, which, only with respect to any filing against Tenant and not consented to or acquiesced in by Tenant, is not released or terminated within thirty (30) days of said filing; or (vi) the legal dissolution of the Tenant.

(b) Remedies. Following the occurrence of a Breach, Landlord, without notice to Tenant in any instance (except where expressly provided for below) may do any one or more of the following:

(1) perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform, the reasonable cost of which performance by Landlord together with interest thereon at the rate of ten percent (10%) from the date of such expenditure shall be payable by Tenant to Landlord upon demand;

(2) terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant;

(3) re-enter the Premises by summary proceedings, or otherwise, and remove Tenant and all other persons and property from the Premises, and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without Landlord being liable for trespass or for any loss or damage occasioned thereby; and/or

(4) exercise any other legal or equitable right or remedy Landlord may have.

(b) Tenant's Waiver. Tenant hereby specifically waives the right to receive any notice to quit as prescribed by the Connecticut General Statutes. All costs and expenses incurred by Landlord, including, without limitation, attorney's fees, in enforcing any of its rights and remedies under this Lease shall be repaid to Landlord by Tenant upon demand.

(c) Damages. If this Lease or Tenant's possessory interest pursuant thereto is terminated by Landlord pursuant to this Article, Tenant nevertheless shall remain liable for (a) all Rent and other sums due and all damages which Landlord sustained to the date of such termination, and all costs, fees and expenses, including attorney's fees, incurred by Landlord in pursuit of its remedies hereunder and/or in connection with renting the Premises to others from time to time (collectively, "Residual Damages"). If this Lease or Tenant's possessory interest pursuant thereto is terminated pursuant to this Article, Landlord may rent the Premises or any part thereof, alone or together with other premises, for such period or periods which may be greater or less than the period which otherwise would have constituted the balance of the Term, and on such terms and conditions (which may include concessions for free Rent and alterations of the Premises) as Landlord, in its discretion, may determine. If Landlord relets the Premises, Landlord shall reimburse Tenant from any Rent received prior to the end of the Term from such reletting (in an amount up to but not exceeding the Residual Damages) if and when Landlord receives any such Rent. Landlord shall be under no obligation to Tenant to take any action against any new tenant to

enforce payment of any such Rent, provided that all costs, including but not limited to attorneys' fees, incurred by Landlord in reletting the Premises and enforcing payment of any such Rent shall be deducted from amounts otherwise reimbursable to Tenant hereunder to the extent not recovered from such new tenant.

(d) All Landlord Rights Cumulative. Any and all rights and remedies which Landlord may have under this Lease, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other and any two or more or all such rights and remedies may be exercised at the same time.

ARTICLE 23. MISCELLANEOUS

(a) Recordation. At either party's request, the other party shall execute and deliver to the requesting party a notice of this Lease, in recordable form, in accordance with Section 47-19 of the Connecticut General Statutes, as amended, for the purpose of evidencing this Lease of record.

(b) Holding Over. If Tenant remains in possession of the Premises after the end of this Lease without the express consent of Landlord, Tenant will occupy the Premises as a Tenant from month-to-month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the Term.

(c) Estoppel Certificate. Each of the parties, at the request of the other party and within ten (10) days of such request, shall furnish to such party a statement that this Agreement is in full force and effect; that it has not been assigned, modified or amended in any way (or if it has, then stating the nature thereof); that there are no known breaches thereof (or if there are, describing the same with particularity); and other matters as may be reasonably requested by the requesting party.

(d) No Waiver. No waiver of any condition or agreement in this Lease by Landlord will imply or constitute a further waiver by the Landlord of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term will be deemed an acceptance or a surrender of the Premises, and no agreement to accept the surrender will be valid unless in writing signed by Landlord. The delivery of Tenant's keys to any employee or agent of Landlord will not constitute a termination of this Lease unless Landlord has entered into a written agreement to that effect. No payment by Tenant, or receipt from Landlord, of a lesser amount than the Rent or other charges stipulated in this Lease will be deemed to be anything other than payment on account of the earliest stipulated Rent. No endorsement or statement on any check or any letter accompanying any check or payment as Rent will be deemed an accord and satisfaction. Landlord will accept the check for payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Premises or any part of the Premises are sublet or occupied by anyone other than Tenant, Landlord may collect Rent from assignee, subtenant, or occupant and apply the net amount collected to the Rent reserved in this Lease. No collection will be deemed a waiver of the covenant in this Lease against assignment and subletting; the acceptance of the assignee, subtenant, or occupant as tenant; or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

(e) Authority. If Tenant signs this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant warrants to Landlord that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the state in which the Premises are located, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant will provide evidence satisfactory to Landlord confirming these representations.

(f) Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease will be written and will be deemed to have been given (1) when personally delivered, (2) by deposit in any depository regularly maintained by the United States postal service, postage prepaid, certified or registered mail, return receipt requested or (3) by deposit with a nationally recognized overnight delivery service, addressed to:

Landlord: Town or Colchester
Town Hall, Office of the First Selectman, Suite 201
127 Norwich Avenue
Colchester, CT 06415

Tenant: Colchester Hayward Volunteer Fire Company, Inc.
52 Old Hartford Road
Colchester, CT 06415

Either Landlord or Tenant may change its address for purposes of this section by giving written notice according to this section. Any notice from Landlord to Tenant will be deemed to have been given if delivered to the Premises, addressed to Tenant, whether or not Tenant has vacated or abandoned the Premises.

(g) Binding Effect. This Lease will inure to the benefit of, and will be binding upon, Landlord's successors and assigns.

(h) Entire Understanding. This Lease sets forth the entire understanding between the parties hereto with respect to all matters referred to herein, and the provisions hereof may not be changed or modified except for an instrument in writing signed by both parties hereto.

(i) Governing Law. This Lease is made and delivered within the State of Connecticut and shall be construed and enforced in accordance with the internal laws, as opposed to the rules governing conflicts of laws, of the State of Connecticut.

(j) Severability. If any terms(s) or provisions(s) of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

(k) **COMMERCIAL TRANSACTION WAIVER. TENANT ACKNOWLEDGES THAT THIS LEASE IS A COMMERCIAL TRANSACTION AND HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE AND FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH LANDLORD MAY DESIRE TO USE.**

Landlord and Tenant have executed this Lease as of the date first above written.

Signed sealed and delivered in the presence of:

LANDLORD:
TOWN OF COLCHESTER

Witness _____

By: _____
Gregg Schuster
Its Duly Authorized First Selectman

Witness _____

TENANT:

COLCHESTER HAYWARD VOLUNTEER
FIRE COMPANY, INC.

Witness _____

By: _____

Witness _____

Its Duly Authorized

STATE OF CONNECTICUT)

) ss: Colchester

COUNTY OF NEW LONDON)

On this the _____ day of _____, 2012, before me, the undersigned officer, personally appeared Gregg Schuster, who acknowledged himself to be the First Selectman of the **TOWN OF COLCHESTER** a municipal corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunder set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss: Colchester
COUNTY OF NEW LONDON)

On this the _____ day of _____, 2012, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of the **COLCHESTER HAYWARD VOLUNTEER FIRE COMPANY, INC.**, a Connecticut non-stock corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the non-stock corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunder set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:



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

About C3:

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

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

Collaborative Activities:

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

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

Permissions and Liabilities:

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

Specific Commitments:

Category	Community Partner	Collaborative for Colchester's Children
Engagement	a. Recruit new clients, consumers, or staff to participate in Collaborative and/or work groups b. Bring constituent voice and perspective to collaborative decision making process c. Present the Collaborative work and Blueprint strategies at (monthly) staff and Board meetings d. Solicit input from parents and constituents e. Ensure required representative's participation <ul style="list-style-type: none"> • Cragin Library • Health Department • Parks and Recreation • Senior Center • Youth and Social Services 	a. Have clear lines of authority and procedures regarding decision-making b. Attend partner meetings as requested c. Prepare and provide information on strategies and process d. Provide support to work groups and/or strategy implementation teams e. Connect constituents with partner programs f. Provide leadership opportunities for interested partners and their clients g. Recruit diverse work group membership
Communication	a. Publish links on website to Collaborative information b. Promote the Blueprint work in press releases and public presentations	a. Distribute fact sheets and progress reports b. Publish partner information on Collaborative website c. Promote partners' work in the Blueprint in press releases and presentations
Expertise	a. Provide best practices and content information from professional networks, research, and models. b. Assist with project planning or management c. Provide evaluation or data analysis services d. Share resources for training and professional development e. Share in public relations efforts f. Provide staff member to assist with policy development and/or analysis as needed	a. Facilitate peer sharing among like-kind providers b. Share learning from capacity building sessions c. Connect partners to statewide resources and information d. Connect partners to technical assistance networks e. Share research reports f. Ensure constituent voice, perspective and needs are represented
Financial Resources 4/1/2012-3/31/2017	a. Notify the Collaborative of state/federal funding opportunities available through my organization b. Share grant proposals and applications with Collaborative to ensure alignment with Blueprint c. Help write grants for collaborative infrastructure and/or programming d. Align existing resources with Blueprint plan e. Provide In-kind resources f. Share fiscal information when C3 activities are included in Partner funding plans	a. Assist in the preparation of grants b. Develop a comprehensive financing plan for strategies, programs, or activities. c. Provide funds for a specific program or activity
Data	a. Track and share client data b. Collect and report on agreed upon measures	a. Share performance measure data b. Provide data on strategy implementation progress and challenges c. Conduct data analysis and/or secure resources to compile and analyze data d. Share data reports prior to public dissemination

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

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

Modifications or Amendments:

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

Signatures:

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

Collaborative for Colchester’s Children

Town of Colchester- Board of Selectman

Signature

Signature

Shelly Flynn
Collaborative Representative’s Name

Gregg Schuster
Organization Representative’s Name

Coordinator
Title

First Selectman
Title

860-873-0717
Contact Information

860-537-7220
Contact Information

Agreement Date: _____

A Birth-to-Age Eight Community Partnership

CONTINUATION OF THE DISCOVERY INITIATIVE

Two-Year Application for

Option 1

Year 3: July 1, 2012 – June 30, 2013

Year 4: July 1, 2013 – June 30, 2014

SUPPORTED BY:

THE WILLIAM CASPAR GRAUSTEIN MEMORIAL FUND

IN PARTNERSHIP WITH:

**THE STATE DEPARTMENT OF EDUCATION
THE CHILDREN'S FUND OF CONNECTICUT
THE ANNIE E. CASEY FOUNDATION**

Applications Due: April 25, 2012

Published: March 8, 2012

I. BACKGROUND

PURPOSE OF COMMUNITY GRANT

The State Department of Education (SDE), and the Children's Fund of Connecticut (CFC) and the Annie E. Casey Foundation (AECF) are partnering with the William Caspar Graustein Memorial Fund to advance the Discovery Birth-to-Age Eight Initiative by aligning their funding for community grants. This investment is an opportunity for communities to continue to build and strengthen their *local capacity* to develop, enhance and implement a community-wide plan; a plan for creating a system of services and supports that is accessible to and supportive of young children and their families, has measurable results and is jointly owned by communities and statewide public and private partners. A key premise of the community partnership is that a broad and inclusive community decision-making approach that engages parents, service providers, community leaders and residents is a prerequisite for creating an effective system of services and supports.

A comprehensive community plan focuses on all children birth to age eight and all the service systems that support healthy child development and early school success. The community plan is a road map for assessing and changing institutional policies and practices and provides community-wide accountability for results. It addresses the multiple domains of an early care and education system including: early care, (including infants and toddlers); social, emotional, behavioral and physical health; education (grades K-3) and family support. The plan is a living document that is continually updated in response to changing community conditions and progress toward the results communities seek to achieve.

THE DISCOVERY BIRTH-TO-EIGHT INITIATIVE

The William Caspar Graustein Memorial Fund's Discovery Initiative aims to engage with all partners in Connecticut and nationally to continue to improve the lives of young children and to achieve the following result:

Connecticut children of all races and income levels are ready for school by age five and are successful learners by age nine.

To achieve this result, families need equal access to quality services for all children. The Memorial Fund will continue to lead and support community change and policy reform efforts that establish an early childhood education system in Connecticut, including both state and local levels, with communities as full partners from creating the vision through implementation.

THE FUNDING PARTNERSHIP

The funding partners, the State Department of Education and the Children's Fund of Connecticut, have agreed to match to the Memorial Fund's investment, and to a collaborative application and award process that builds on the work of the Discovery Initiative and the state local capacity building partnership. For the period July 1, 2012 to June 30, 2013, the projected funding allocation to support local decision making is a total of \$1.66 million (Memorial Fund - \$1.11 million; SDE - \$450,000; CFC - \$100,000), plus \$250,000 for early literacy from the Memorial Fund, SDE and the AECF. The partnership grant awards approved per community will be the *sum* of the individual allocations of each of the funding partners, in accordance with a collective funding agreement to be reflected in the Memorandum of Agreement (MOA) with the community and the Collaborative Sponsor.

These funds are not guaranteed beyond June 30, 2013 and will be contingent on the availability of private and state funds. The Discovery community partnership options will continue to serve as the platform for the partnership grants to build local capacity with a focus on one of the following categories:

- Option 1: Implementation of an existing community plan
- Option 2a: Enhancement of existing planning/implementation efforts
- Option 2b: Development of a new community plan

II. OPTION 1 APPLICATION FOCUS

The intent of the private and state investment is to inspire and support communities to create a space where all stakeholders who care about young children birth to age 8 can come together across sectors, discuss how children and their families are faring and collectively find solutions to improve outcomes for all their children. These funds are intended to increase community capacity to be responsive to a growing sense of community urgency and to facilitate changes they wanted to see in terms of policies, practices and community decision-making processes.

Based on our partnership with communities and shared experience over 10 years the Memorial Fund developed a theory of action as to the core elements that position a community for success in sustaining community collaboration and decision making. These elements are outlined in the Discovery Community Self-Assessment Tool (Included as a separate email attachment).

The Memorial Fund, the State Department of Education and the Children's Fund of Connecticut agree that the measures of community success and community decision-making would be the frame for their public-private investment in communities. The last round of grants supported the development, enhancement and implementation of comprehensive community plans for young children birth to age eight. These plans are seen as blueprints that would continue to rally the community around a results-driven agenda to leverage collective accountability and stimulate a sustainable infrastructure.

The 2012-2014 application invites communities to continue to reflect on their progress and to plan for the long-term sustainability of their collaborative community decision-making process. The notion of sustainability is particularly critical since the Memorial Fund's current five-year commitment to the Discovery initiative ends in 2014. The 2012 application is designed as a springboard for mobilizing the local political will necessary to sustain the community work and results when outside philanthropic resources may no longer be available.

There are six (6) major sections of the 2012-2014 application:

1. **Section A: Contacts and Assurances** - Communities are asked to complete the Application Assurances Signature Sheet, Primary Contact Sheet and Collaborative Sponsor Agreement.
2. **Section B: Core Funding Requirements** – Communities are asked to provide evidence that they meet the core-funding requirements for the option for which they are applying.
3. **Section C: Community Self-Assessment Tool**– Given the results of the Community Self-Assessment Tool process, communities are asked to reflect on where they want to be on the continuum and indicate how they plan to get there over the next two years.
4. **Section D: Sustainability** – Communities are asked to think about the future and how they will sustain their community-owned agenda for young children. This section will not be considered in making funding decisions. The funding partners simply want to understand how communities are thinking about sustainability.
5. **Section E: 2012-2014 Budget and Narrative**
6. **Section F: Early Literacy Partnership Addendum (optional)** – Communities are asked to indicate interest in being considered for an early literacy partnership grant.

III. GUIDING FRAMEWORKS AND TOOLS

The guiding frameworks and tools for the partnership build on the Discovery Initiative and will include: Community Decision Making (CDM), Results Based Accountability (RBA), the Discovery Community Self-Assessment Tool and the Framework for Child Health Services.

Community Decision Making (CDM) presents research-based lessons on what a community needs to do to achieve results for young children through a process that engages the people most affected by the decisions. A community decision-making process uses data, as well as the perspectives of parents, to understand the conditions of young children in order to develop community-owned strategies for improvement. Data-driven decision-making leads to changes at both the systems and program levels. The process of creating a community plan for young children is as important as the actual plan. Community plans are most relevant when the impetus for the plan is locally driven, broadly supported and ownership for implementation and accountability is vested with multiple sectors and constituent groups. The six CDM learning guides (developed by the Center for the Study of Social Policy) will continue to be an important reference resource for communities.

Results Based Accountability (RBA) is an effective tool for organizing and implementing a data-driven comprehensive community planning process and is a core element used by the Connecticut legislature and required of state agencies for their planning efforts, especially around early childhood. RBA starts with the end results in mind, uses indicators to report on how well the community is doing and ensures that the community-wide strategies directly address the causes or forces that are currently contributing to poor outcomes. RBA provides a framework to measure both program and system performance.

Community Self-Assessment Tool is an assessment instrument that is based on the experience of Discovery and was put into practice in 2009. Communities use the tool to measure their progress toward strengthening their local early childhood collaborative structure and community decision-making process.

A Framework for Child Health Services, developed by the Child Health and Development Institute, articulates the full continuum of child health services within the broader early childhood system to ensure optimal child development and school readiness and is accompanied by a Tool Kit that provides a guide for communities for implementing the major recommendations outlined in the Framework.

IV. OVERALL USE OF FUNDS

The focus of the partnership funding will be to enhance and sustain a local decision-making infrastructure. By local decision-making infrastructure we mean the staff, consultants and other related supports such as data collection and tracking systems needed to sustain a community collaborative that is accountable for the development, implementation and results of your community plan. Partnership funds can be used to support strategy implementation **only if** the support for a local collaborative decision-making infrastructure is fully funded by other resources.

Grant Period

Grantees will be selected to receive funds for a two-year period. These funds are not guaranteed and actual grant awards will be voted on annually by the respective foundation boards contingent on the availability of funds and approval of state funding.

V. DISCOVERY FUNDING OPTIONS AND ELIGIBILITY CRITERIA

Eligible applicants are communities that previously receive a Discovery grant from the Memorial Fund. Communities may submit applications for one of the Continuation Options described in the chart below.

Continuation Options	Criteria
<p>Option 1 Renewals 2010 Option 1 Communities Grants up to \$40,000 per year for two years</p>	<p>A completed comprehensive birth-to-age-8 community plan developed through a broadly inclusive process that addresses all the specified plan elements and fully integrates all aspects of healthy development. (<i>See Plan Elements on next page.</i>)</p> <p>An early childhood collaborative structured to ensure inclusive decision-making.</p> <p>A local match commitment of \$35,000 each year for two years.</p> <p><i>Note: If resources are available after funding decisions, communities that have demonstrated the capacity to make progress and fully expend their resources over the last two years may be invited to apply for up to \$10,000 in additional funding.</i></p>
<p>New Option 1 2010 Option 2a & 2b Communities Grants up to \$50,000 per year for two years</p>	<p>A completed comprehensive birth-to-age-8 community plan developed by June 30, 2012, through a broadly inclusive process that addresses all the specified plan elements and fully integrates all aspects of healthy development.</p> <p>An early childhood collaborative structured to ensure inclusive decision-making.</p> <p>A local match commitment of \$25,000 each year for two years.</p>
<p>Option 2a 2010 Option 1, 2a, & 2b Communities Grants up to \$25,000 per year for two years</p>	<p><u>Category I:</u> The community is still in the process of completing all the specified elements of a comprehensive birth-to-age-8 community plan, has a timeline for completing the plan and is beginning to implement low-cost/no-cost strategies.</p> <p><u>Category II:</u> The community collaborative is implementing strategies that are directly impacting young children through a collaborative process but is not fully engaged or invested in the development of a comprehensive, broadly-owned birth-to-age-8 community plan with all the specified plan elements.</p> <p>A local match commitment of \$10,000 each year for two years for <u>current Option 2a and Option 1</u> communities.</p> <p><i>Note: If resources are available after funding decisions, new Option 2a communities able to raise local funds may be eligible for a 1:1 match up to \$5,000 in additional funding.</i></p>
<p>Option 2b 2010 Option 3 Communities Grants up to \$25,000 per year for two years</p>	<p>An early childhood collaborative that is structured to ensure inclusive decision making and a commitment to develop a comprehensive birth-to-age-8 community plan that addresses all the specified plan elements and fully integrates all aspects of healthy development.</p> <p>No local match required.</p>

Local Match: new cash or redeployed resources to enhance and sustain a local decision-making infrastructure. By local decision-making infrastructure we mean the staff, consultants and other related supports such as data collection and tracking systems needed to sustain a community collaborative that is accountable for the development, implementation and results of the community plan.

ELEMENTS OF A COMPREHENSIVE COMMUNITY PLAN

The core elements of a comprehensive community plan combine CDM and RBA components. Attention to these elements is important whether your plan is being developed, enhanced or implemented.

1. **Population Result and Indicators:** A population result reflects conditions of well being for children birth to age eight in terms that residents and families can understand. The population result is not about programs or agencies and may include several domains such as health, ready for school, succeeding in school, and strong families. A population result is about the quality of life the community desires for all of its children.
2. **Indicators** are measures that help quantify the achievement of a population result. They answer the question "How would we recognize these results in measurable terms if we fell over them?" So, for example, the rate of low-birth weight babies helps quantify whether we're getting healthy births. Third grade reading scores help quantify whether children are succeeding in school today, and may reflect how ready they were for Kindergarten and how well the school system is contributing toward their learning.
3. **Needs Assessment:** The assessment is an analysis of baseline data or the trend line of an indicator. It identifies the causes or contributors to the current condition to help tell the story behind the baseline. The story draws from a variety of sources, including parent perception as well as data gathered by providers, school systems, child health and other institutions.
4. **Strategies:** Strategies are a coherent set of actions that have a reasonable chance of improving results by turning the curve on one or more key indicators. Strategies are made up of our best thinking about what works, and they include the contributions of many partners. No single action by any one agency can create the improved results we want and need. Programs are not themselves strategies; they are specific ways of implementing strategies. For example, a strategy of family support may engage the program Nurturing Families Network program, which targets new parents at risk of abusing or neglecting their newborn child.
5. **Performance Measures and Data Systems:** Performance measures can tell how well public and private programs and agencies are working and if clients or customers of the service are better off. Performance measures are the means by which a community collaborative holds systems and organizations accountable for progress and results. There should be measures in each domain, including health, family support and early care and education.
6. **Financing:** A transparent financing plan promotes collective accountability for results among community partners and institutions, and projects the full cost of implementing the plan over time. The financing strategy aligns existing state and local resources to the plan strategies; identifies funds for potential reallocation and specifies the level of new investments needed to "turn the curve" on the indicators specified in the community plan.

VI. SUBMISSION REQUIREMENTS

Applications must be **received** no later than 5:00 p.m. on April 25, 2012. Applicants must submit one (1) signed original of the application, four (4) full copies and an electronic version of the application packet and all required attachments to the Memorial Fund.

<p style="text-align: center;">Community Partnership Application Mail & Delivery Information</p>
<p style="text-align: center;">Carmen Siberon The William Caspar Graustein Memorial Fund 2319 Whitney Avenue Hamden, CT 06518 csiberon@wcfgmf.org</p>

Review and Selection Process

A team comprised of representatives from the Memorial Fund, the State Department of Education, and the Children's Fund of Connecticut will review applications. The funding partners reserve the right to make grant awards under this program without discussion with the applicants; therefore, proposals should represent the applicant's best effort to ensure a quality proposal from both a technical and cost standpoint.

The application review team reserves the right to determine if an application meets the continuation option eligibility criteria. If the application review team does not select a community for its chosen option, applicants will be invited to consider another Option.

The application review team expects to notify applicants of decisions within a week following the Memorial Fund's Trustee meeting scheduled for June 28, 2012. All awards are subject to the availability of funds. Continued funding is contingent on budgetary appropriations and performance of the grantee. Grants are not final until the award letters are executed. Award letters will specify the level of funding. Award letters will specify the level of funding approved for core Discovery continuation grants. Literacy grants will be announced in October. (See page 8 for more details.)

VII. APPLICATION COMPONENTS

SECTION A: CONTACTS AND ASSURANCES

1. 2012-2014 Application Assurances (**Attachment 1**)
 2. Primary Discovery Contact Sheet (**Attachment 2**)
 3. Collaborative Sponsor Agreement (**Attachment 3**)
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SECTION B: CORE FUNDING REQUIREMENTS

Applicants must provide electronic copies of all of the documents listed below in order to be considered for Option 1 funding:

1. Letter of commitment for match funding from local funding source(s)
 2. Organizational chart for the early childhood collaborative
 3. Membership rosters for the early childhood collaborative and all committees (**Attachment 4**)
 4. By-laws or other operating guidelines for the early childhood collaborative and its committees
 5. All collaborative agreements, or Memorandums of Understanding (MOU), that have been executed with key partners that outline their role in the collaborative and strategy implementation
 6. One (1) hard copies of your community plan including any modifications (*current option 1 only*)
 7. Four (4) hard copies of the *draft* or completed community plan (*current option 2a or 2b only*)
-
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SECTION C: COMMUNITY SELF ASSESSMENT

After the full community collaborative has completed the Community Self-Assessment Tool, and identified where they currently fall on the Community Self-Assessment Tool rubric, please complete and submit the attached Community Self-Assessment Action Plan (**Attachment 5**).

If the community collaborative ascribes to a different theory of action that is not reflected in the Community Self-Assessment Tool, submit an Action Plan that reflects your community's theory of action and measures of success.

SECTION D: SUSTAINABILITY

Provide a **1-2 page** narrative that addresses the following questions:

1. What are the critical elements that your community will need to put in place to sustain its work in the future without funding from the current funding partners?
 2. What specific local and state policies or practices are barriers to sustaining your collaborative structure and implementing your strategies, such as half-day kindergarten, access to data, and state categorical funding streams? What, if any, strategies has the collaborative identified to address these barriers?
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SECTION E: BUDGET

1. Complete 2012-2014 Budget Form (**Attachment 6**)
 2. Attach a Budget Narrative for the 2012-2014 Budget Form
 3. Final Fiscal Report for April 2011 to March 2012 (Form is attached separately to application email.)
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SECTION F: EARLY LITERACY PARTNERSHIP (optional)

Communities that apply for Option 1 funding and meet the funding and local match criteria are invited to express their interest in being considered for an early literacy partnership addendum in an amount not to exceed \$50,000. We project that up to five (5) communities will be selected to receive funding. This is an opportunity for the community collaborative and the school district to strengthen their partnership to collectively advance the community result of all children reading at grade level by third grade.

A key premise of this partnership opportunity is that early literacy, particularly for English language learners, is an urgent and complex issue that challenges a “business as usual” approach by school districts and the entire community. The intent of the early literacy partnership addendum is to leverage, align and intensify state and local initiatives and resources to ensure that individual children enter school ready to learn, successfully transition from pre-k to kindergarten and are supported by the school system to sustain the gains through third grade.

The letter of interest must be jointly submitted by the collaborative sponsor, the chair of the community collaborative and the Superintendent and should describe: (1) the level of existing collaboration between the collaborative and the school district; (2) the early literacy efforts identified in your community plan currently being implemented by the school district and the community; (3) what the community collaborative and school district hope to accomplish through this grant opportunity that they could not do otherwise.

The selection process and timeline for the early literacy partnership addendum will be separate from the core Discovery continuation grant. Discovery continuation grants will be amended to include the literacy grant for successful applicants.

The Funding partners will review the letters of interest and conduct site visits with selected communities by June 30, 2012 to discuss their ideas and assess the level of partnership commitment between the school district and the community collaborative. It is expected, based on the site visit and subsequent data collection, that New Britain and up to four (4) new communities will be invited to submit an application.

Literacy Application Timeline:

Submission of Letter of Intent submitted with Year 3 Application - due April 25, 2012

Site Visits to selected communities – completed by June 30, 2012

Issue Literacy Application invitations – by mid-July 2012

Literacy applications – due by September 2012

Announcement of Awards – by October 2012

ATTACHMENT 1: 2012 – 2014 APPLICATION ASSURANCES

On behalf of the community of Colchester, we the undersigned submit this application for funding from the William Caspar Graustein Memorial Fund and the funding partners. We attest to the appropriateness and accuracy of the information contained herein, and certify that this application, if funded, will comply with all relevant requirements. Any funds received from the funding partners will be used solely to support the purpose, goals and objectives as stated herein. The attached Discovery application is the result of a collaborative and inclusive community planning process. We agree to participate in the evaluation, documentation and specified technical assistance provided through this grant opportunity.

<p>Chief Elected Official Name Gregg Schuster Signature Date April , 2012 Telephone 860-537-7220</p>	<p>Superintendent of Schools Name Karen A. Loiselle Goodwin Signature Date April , 2012 Telephone 860-537-7208</p>
<p>Health Partner Name Charles Seeman, Executive Director United Community and Family Services Signature Date April , 2012 Telephone 860-889-2375</p>	<p>Parent Leader Name Laurie Silva Signature Date April , 2012 Telephone 860-537- 0120</p>
<p>Early Childhood Collaborative Chair Name Joan O'Donnell Signature Date April , 2012 Telephone 860-537-0214 Email joan@castlekid.org</p>	
<p align="center"><i>Complete only if a single entity has not yet been established</i></p>	
<p>Discovery Collaborative Chair Name Signature Date</p>	<p>School Readiness Council Chair Name Signature Date</p>

ATTACHMENT 2: PRIMARY CONTACT SHEET 2012 – (NEW SHEET REQUIRED)

Name of Discovery Community: Colchester

Collaborative Sponsor Contact

Organization: United Community and Family Services

Executive Director: Charles Seeman

Address: 34 East Town Street

City, state, zip: Norwich, Connecticut 06360

Telephone: 860-889-2375 Fax: 860-889-3450 E-mail: cseeman@ucfs.org

Primary Contact

The Primary Contact serves as the local *single point of contact* for communications with the Memorial Fund and the local collaborative. In many cases this individual is the paid or designated staff for the **Early Childhood Collaborative**. In the event that the contact changes, please notify the Memorial Fund so we can have the most current information.

Primary Contact: Shelly A.N. Flynn

Organization: Collaborative for Colchester's Children

Address: 315 Halls Hill Road

City, state, zip: Colchester, CT 06415

Telephone: 860-537-0717 Fax: 860-537-6573 E-mail: Sflyn330@colchesterct.org

ATTACHMENT 3: COLLABORATIVE SPONSOR AGREEMENT

Community: Colchester

Collaborative Sponsor: United Community & Family Services
(formally called the Collaborative Agent)

Please note: No branch of local, state or federal government can act as collaborative sponsor for the purposes of the Discovery Grant Program.

The Collaborative Sponsor has reviewed and understands the responsibilities and essential qualifications for supporting the community collaborative listed below.

1. RESPONSIBILITIES

- Receive and manage grant resources at the direction of the local collaborative group
- Provide the local collaborative group with the staffing and other support services that are necessary in support of collaborative actions
- Administer the grant award, including conducting a certified audit, either separately or displayed as a distinct program within the organization’s audit of all Memorial Fund funds
- Serve as one of the primary contacts for the Discovery Grant

2. QUALIFICATIONS

- 501 (c) 3 status
- Fiscally sound and responsible
- Ability to work with parents, schools and related health and human service providers
- Experience in the engagement and management of comprehensive community based initiatives
- Understands the process and importance of increasing and sustaining community engagement and parental involvement
- Experience being a champion for children, birth to age eight and their families
- Experience in the management of subcontracts for services, multiple interagency agreements and cross agency staff management and redeployment
- Able to account for redeployed and in-kind matching resources to the collaborative

As Collaborative Sponsor, the undersigned agrees to accept the responsibility for supporting the collaborative in their management of the Discovery Birth to Age Eight grant proposal to build capacity and sustain collective community decision making and accountability for the status of young children and families.

Authorized Signatory’s Name: Charles Seeman

Position: Executive Director

Signature	Date
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<p>SUBMIT THE FOLLOWING DOCUMENTATION WITH THIS SIGNED AGREEMENT</p> <p>IRS 501(c) 3 Determination Letter</p> <p>Current Audit or Financials</p> <p>List of Board Members</p>
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Attachment 4: Membership Rosters For The Early Childhood Collaborative And All Committees

Make additional copies of this form if needed (see Note 1 below). This form must be completed and submitted as part of your application.

Attachment 4: Membership Rosters for the School Readiness/Discovery Council

Make additional copies of this form if needed (see Note 1 below). This form must be completed and submitted as part of your application.

Name	Indicate the stake holder category that best describes the member's primary role (See Note 2 below)	Town/ City Resident Yes / No	Organization or Group (if any) (If a school, please indicate whether public or private)	Position or Title in Organization or Group	Role in Collaborative Group: Member (M), Committee Member (CM), Committee Chair (CmC), Executive Committee Member (ECM), Collaborative Chair (CC)					Race/ Ethnicity
					M	CM	CmC	ECM	CC	
Briger, Barbara	ECP	Yes	C.A.S.T.L.E	Early Care Provider	X					w
Caley, Linda	HP, SB	Yes	Caley Nutrition	Dietician/ Owner	X					W
Deloreto, Carolynne	P	Yes	CT DPH	Child Care Licensing Specialist			X			W
Flynn, Shelly	O, P	Yes	Colchester Public Schools	Early Childhood Coordinator	X					W
Gilberti, Augusta	CR	Yes	Citizen at Large	Citizen	x					W
Giugno, Karen	L	No	Town of Colchester Cragin Memorial Library	Children's Librarian	X					W
Goodwin Loiselle, Karen	SA	No	Colchester Public Schools	Superintendent			X			W
Kennedy, Donald	BOE, P, EO	Yes	Colchester Public Schools Board of Education	Elected Official	X					W
LePage, Dawn	O,P	Yes	Colchester Public Schools and Town of Colchester	Clerk	X					W
Matheson, Jennifer	ECP,P	Yes	Curley's Kids	Director	X					W
Owens, Brenda	ECP	No	Curley's Kids	Owner	X					W
Ports, Judy	T	No	Colchester Early Childhood Program	Speech Pathologist	X					W
Shaughnessy, Katherine	SA	No	Colchester Public Schools	Director of Pupil Services	X					W
Silva, Laurie	P	Yes	Citizen at Large	Parent	X					W
Somberg, Jackie	SA	No	Colchester Public Schools	Principal of PreK-2			X			W
Tanner, Kathleen	T	Yes	Colchester Public Schools	Kindergarten Teacher	X					W
Young, Evamarie	P	Yes	Citizen at Large	Parent	X					W

Attachment 4: Membership Rosters For The Early Childhood Collaborative And All Committees

Make additional copies of this form if needed (see Note 1 below). This form must be completed and submitted as part of your application.

Attachment 4: Membership Rosters for the Early Care Collaborative

Make additional copies of this form if needed (see Note 1 below). This form must be completed and submitted as part of your application.

Name	Indicate the stake holder category that best describes the member's primary role (See Note 2 below)	Town/ City Resident Yes / No	Organization or Group (if any) (If a school, please indicate whether public or private)	Position or Title in Organization or Group	Role in Collaborative Group: Member (M), Committee Member (CM), Committee Chair (CmC), Executive Committee Member (ECM), Collaborative Chair (CC)					Race/ Ethnicity
					M	CM	CmC	ECM	CC	
Anderson, Becky	ECP	Yes	Curley's Kids Care	Preschool Teacher	X					W
Berta, Tenley	ECP	Yes	Home Daycare	Early Care Provider	X					W
Cicero, Katie	ECP	Yes	Home Daycare, TCCA	Early Care Provider	X					W
Deloreto, Carolynne	P	Yes	CT DPH	Child Care Licensing Specialist	X					W
Donahue, Michelle	T	No	Colchester Cooperative Nursery School	Preschool Teacher	X					W
Eselunas, Linda	T	No	Colchester Cooperative Nursery School	Preschool Teacher Assistant	X					W
Flynn, Shelly	O	Yes	Colchester Public Schools	Early Childhood Coordinator	X					W
Foley, Christine	ECP	Yes	Colchester K.I.D.S	Owner	X					W
Germain, Karen	ECP,P	Yes	Home Daycare, TCCA	Early Care Provider	X					W
Hewes, Susan	T	No	Colchester Early Childhood Program	Special Education Preschool Teacher	X					W
Holt, Vicki	ECP	Yes	Kid Synergy	Owner	X					W
Johnson, Scott	T	No	Colchester Early Childhood Program	Special Education Teacher	x					W
Lincoln, Kimberly	ECP	Yes	Home Daycare, TCCA	Early Care Provider	X					W
Silva-Cohen, Michelle	T, P	No	C.A.S.T.L.E.	Preschool Teacher	X					W
Marks, Jennifer	P,T	Yes	Kids Synergy	Preschool Teacher	X					W
Merrill, Jill	T	Yes	Colchester Early Childhood Program	Preschool Teacher	X					W
O'Brien, Arline	O	No	TVCCA Head Start	Administrator	X					W
Pothier, Deborah	ECP,P	Yes	Home Daycare, TCCA	Early Care Provider	X					W

Attachment 4: Membership Rosters For The Early Childhood Collaborative And All Committees

Make additional copies of this form if needed (see Note 1 below). This form must be completed and submitted as part of your application.

Prawl, Kathleen	ECP	Yes	Home Daycare, TCCA	Early Care Provider	X					W
Stella, Deana	ECP,P	Yes	Wee School Preschool	Owner, Preschool Teacher	X					W
Swain, Kristina	T,P	Yes	C.A.S.T.L.E.	Preschool Teacher	X					W
Tierney, Lorraine	O	Yes	Colchester Public Schools	Speech Pathologist	X					W
Yuris, Jennifer	T	No	Colchester's Early Childhood Program	Preschool Teacher	X					W

Membership Rosters for C3 Board of Partners/Work Groups

Name	Indicate the stake holder category that best describes the member's primary role (See Note 2 below)	Town/ City Resident Yes / No	Organization or Group (if any) (If a school, please indicate whether public or private)	Position or Title in Organization or Group	Role in Collaborative Group: Member (M), Committee Member (CM), Committee Chair (CmC), Executive Committee Member (ECM), Collaborative Chair (CC)					Race/ Ethnicity
					M	CM	CmC	ECM	CC	
Bowes, Yolanda	SP	No	UCFS	Community Outreach Coordinator				x		W
Brubaker, Mike	FC, O	Yes	Christian Life Chapel	Minister / Bus Driver				X		W
Byroade, Kate	L	No	Cragin Memorial Library	Director	X					W
Casey, Aaron	CR, SB	Yes	Casey's Chiropractics	Owner				X		W
Crook, Sandra	P	Yes	Citizen at Large	Parent, PTO	x					W
Darvas, Alyson	P, SB	Yes	Little Smarty Hands	Owner	X					W
Donahue, Michelle	T, ECP	No	Colchester Cooperative Nursery School	Preschool Teacher	X					W
Flynn, Shelly	O, P	Yes	Colchester Public Schools and Town of Colchester	Early Childhood Coordinator	X					W
Gambolati, Karen	T	Yes	Colchester Public Schools	Math Specialist	X					W
Geato, Valerie	O, SP	No	Town of Colchester Youth Services Bureau	Director	X					W
Goodwin Loiselle, Karen	SA	No	Colchester Public Schools	Superintendent				X		W
Guertin, Mary	SP	No	TVCCA	Executive Director				X		W
Guinness, Karen	P	Yes	Citizen at Large	Parent	X			X		W
Hathaway, John	SB, P	Yes	Hathaway Financial Group	Owner				X		W

Attachment 4: Membership Rosters For The Early Childhood Collaborative And All Committees

Make additional copies of this form if needed (see Note 1 below). This form must be completed and submitted as part of your application.

Hermann, Erin	T	No	Colchester Public Schools	Literacy Specialist	X					W
Herzog, Amanda	O	No	Town of Colchester Park and Recreation Department	Recreation Specialist	X					W
Kasperowski, Lauren	P	Yes	Citizen at Large	Parent	X					W
LePage, Dawn	O,P	Yes	Town of Colchester and Colchester Public Schools	Office Professional	X					W
MacDonald, Joann	L	No	Cragin Memorial Library	Children's Librarian	X					W
Maffuid, AnnMarie	HP, P	Yes	Colchester Counseling Associates, UCFS	LMFT				X		W
Marks, Jennifer	P,T	Yes	Kids Synergy	Preschool Teacher	X					W
McCune, Lynne	P,T	Yes	Colchester Public Schools	Parent, Reading Specialist	X					W
Merrill, Jill		Yes	Colchester Early Childhood Program	Preschool Teacher				X		W
Morgan, Michele	P, O	Yes	Colchester Public Schools	Communication Coordinator	X					W
O'Donnell, Joan	ECP	No	C.A.S.T.L.E.	Director, C3 Chairman					X	W
Polaski, Janette	HP	No	Backus Hospital	Community Relations				X		W
Praisner, Cindy	P	Yes	Citizen at Large	Parent, Program Accountability Coordinator	X					W
Schuster, Gregg	EO,P	Yes	Town of Colchester	First Selectman				X		W
Silva, Laurie	P	Yes	Citizen at Large	School Readiness Representative				X		W
Slade, Kathy	P, O	Yes	Citizen at Large	Program Coordinator	X					W
Sloat, Jennifer	O	No	Town of Colchester Youth & Social Services Bureau	Program Coordinator	X					W
Somberg, Jackie	SA	No	Colchester Public Schools	Principal	X					W
Swain, Kristina	T, ECP, P	Yes	C.A.S.T.L.E	Preschool Teacher				X		W
Tomasi, Mary	BOE, P, EO	Yes	Colchester Public Schools Board of Education	Elected Official	X					W
White, Patti	O	No	Colchester Senior Center	Director	X					W

Note 1: For the purposes of this chart, ONLY include program volunteers who participate regularly in collaborative meetings and decision-making. In addition, the term "parent" refers to people involved in the Discovery work primarily in their role as parents, particularly those parents who are not already working on behalf of children in their professional capacity.

Note 2:

Parent/Guardian (P)	Teacher (T)	Early Care Provider (ECP)	Health Professional (HP)	Board of Ed. Member (BOE)
Community Resident (CR)	Faith Community (FC)	Chief Elected Official (EO)	City/Town Council (CTC)	Social Service Provider (SP)
Law Enforcement (LE)	Higher Education (HE)	Corporate Sector (CS)	School Administrator (SA)	Other (O)
Small Business (SB)	Unions (U)	Legislator (LS)	Librarian (L)	

Attachment 5: Community Self-Assessment Action Plan

Community Name: Colchester

	Characteristics	CSA Rating	What actions will you take to address this area?	Who will be responsible?	What is the timeline for this/these actions to be completed?
Collaboration	Broad and Inclusive Collaborative	Rating: 3.5 Relevant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>List all areas to be addressed:</u> Outreach - different model needed with continuous plan <u>Action:</u> Communication plan has been created and currently begun to be implemented. Participate in Volunteer Fair for local Boards, Commissions, Civic & Community groups. Fair to take place March 28, 2012	Communication Coordinator, Early Childhood Coordinator and Board/Member volunteers	Communication plan is for the next 12 months and includes outreach to various community organizations, Boards, Commissions, and general community events. Volunteer Fair to take place March 28, 2012
	Engaged Collaborative Group	Rating: 3.75 Relevant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>List all areas to be addressed:</u> Increase participation rate – increase volunteers. <u>Action:</u> Improve communication about C3 via press, community-wide survey, communication strategies. Participate in Volunteer Fair for local Boards, Commissions, Civic & Community groups.	Communication Coordinator; Early Childhood Coordinator; Board of Partners	Communication plan is for the next 12 months and includes outreach to various community organizations, Boards, Commissions, and general community events. Volunteer Fair to take place March 28, 2012
	Strategic Use of Data	Rating: 3 Relevant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>List all areas to be addressed:</u> Annual report = community report card. Rethink what data we can share. Sharing data with community especially qualitative data. Data position very helpful. Still difficult to get certain data - toddler/infant care needs. <u>Action:</u> Continue to seek out data housing tools to facilitate data processing and analyzing. Planning community-wide survey to all families of children birth through age eight. Continue funding Program Accountability Coordinator position	Program Accountability Coordinator	Community-wide survey to be sent to families on or about April 15 th , 2012 which will help gather infant/toddler care need information.

Attachment 5: Community Self-Assessment Action Plan

	Governance Structure with Working Committees	Rating: 3.5 Relevant: <input type="checkbox"/> Yes <input type="checkbox"/> No	<u>List all areas to be addressed:</u> Continue to work on "growing our own". Procedures & practices need further development, but will make changes as needs arise. <u>Action:</u> Board retreat planned for June 20, 2012.	Board Chair; Early Childhood Coordinator	Retreat will take place on June 20, 2012.
Parent Engagement	Parent Leadership & Engagement	Rating: 2 Relevant: <input type="checkbox"/> Yes <input type="checkbox"/> No	<u>List all areas to be addressed:</u> Increased direct parent communication. No parent leadership offered yet. Increase parent education. <u>Action:</u> Seek out volunteers to be trained in PEP. Once trained, offer training to Colchester parents.	Program Coordinator	PEP - 3 parent volunteers are being trained in April, 2012. Once trained, the parent training session in Colchester will take place.

	Characteristics	CSA Rating	How do you propose to address this area?	Who will be responsible?	What is the timeline for this/these actions to be completed?
Local Leadership	Support of Mayor/Chief Elected Official (CEO)	Rating: 4 Relevant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>List all areas to be addressed:</u> Great support including leveraging others and advocating for adding financial support. <u>Action:</u> None to be taken.	N/A	N/A
	Support of Superintendent	Rating: 4+ Relevant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>List all areas to be addressed:</u> Advocating for early childhood in and outside of town. Developed school/community based team to focus on early childhood. <u>Action:</u> None to be taken.	N/A	N/A
	Strong Collaborative Leadership (CHAIR)	Rating: 3.75 Relevant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>List all areas to be addressed:</u> In first year – working on role and transition with Coordinator. <u>Action:</u> None to be taken.	N/A	N/A
	Community Champion/Spokesperson	Rating: 3.50 Relevant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>List all areas to be addressed:</u> S & S offered guidance, BOE & First Selectman champion early childhood & communicate plan being implemented. <u>Action:</u> Continue to seek out "unusual suspects". This will occur as we outlay our communication plan throughout the community.	Board of partners; Early Childhood Coordinator; Communication Coordinator	12 months.

Attachment 5: Community Self-Assessment Action Plan

	Engaged Collaborative Sponsor	Rating: 3.25 Relevant: <input checked="" type="checkbox"/> Yes No	<u>List all areas to be addressed:</u> No supervision provided or asked from them. Provide in-kind management. Expanding service reach in town. <u>Action:</u> As we work with our Collaborative Sponsor, explore ways in which our local Collaborative can be supported.	Early Childhood Coordinator; Board Chair; Collaborative Sponsor Board Member	Ongoing.
Staff Support	Strong and Skilled Facilitator (Coordinator)	Rating: 4 Relevant: <input checked="" type="checkbox"/> Yes No	<u>List all areas to be addressed:</u> Position currently funded for 24 hours per week. <u>Action:</u> None to be taken.	N/A	N/A
Meaningful Local Match	Meaningful Local Match	Rating: 3.75 Relevant: <input checked="" type="checkbox"/> Yes No	<u>List all areas to be addressed:</u> Lots of in-kind. Benefits paid & donated SR spaces in order to allocate funds toward coordinator. Working on sustainability plan. <u>Action:</u> Proposal was submitted to Town of Colchester to add \$10,000.00 into Town's budget. Budget referendum to take place in May, 2012.	Early Childhood Coordinator and Program Accountability Coordinator.	Proposal submitted in December, 2011; presentation to Board of Finance in January, 2012. First Selectman included \$10,000.00 in Town's Budget. Voting to take place in May, 2012.

ATTACHMENT 6: TWO-YEAR PARTNERSHIP BUDGET: July 1, 2012 to June 30, 2014 (Excel version attached to email)

Revenues		Year 1			Year 2			Total	
A. New Partnership Request (Including New GMF, CHDI and SDE Funds)		40,000.00			40,000.00			80000.00	
B. GMF/CHDI Carry-in (Projected as of June 30, 2012)		0.00							
Total Request (A + B)		40000.00			40000.00				
Local Match		43546.00			43546.00			87092.00	
Total Revenue (Total Request+ Local Match)		83546.00			83546.00			167092.00	
Expenses	Year 1				Year 2				Total
	Partnership Funds	Local Match			Partnership Funds	Local Match			
		New	Redeployed	Source		New	Redeployed	Source	
(100) Collaborative Staff Salaries	36526.11		22500.00		36526.11		22500.00		118052.22
(111A) Administrator/Supervisor	19527.71		22500.00	SR Grant	19527.71		22500.00	SR Grant	
(112B) Clerical	7498.40				7498.40				
(119) Other Program Accountability (\$6300.00) Communication Coordinator (\$3200.00)	9500.00				9500.00				
(200) Collaborative Staff Benefits		21046.00		BOE		21046.00		BOE	42092.00
(200) Personnel Services/Fringe									
(300) Purchased Services	3200.00				3200.00				6400.00
(330) Other Technical Services (Consultants) Program Coordinator	3200.00				3200.00				
(325) Parent stipends									
(500) Other Purchased Services	150.00				150.00				300.00
(530) Communications									
(580) Travel									
(590) Other Services									
(590) Meeting facilities/food	150.00				150.00				
(590) Child care									
(590) Other:									
(600) Supplies	123.89				123.89				247.78

(612) Administrative Supplies	123.89				123.89				
Grand Total Expenses	\$40,000.00	\$21046.00	\$22500.00		\$40,000.00	\$21046.00	\$22500.00		\$167092.00

Note: Numbers in parentheses represent state budget codes (See Budget Codes Explanations attached.)

*Total "Partnership Funds" in Expenses should equal the "Total Partnership Request" line in the Revenue section.

BUDGET CODES AND EXPLANATIONS

SALARIES (100)

- 111A** **Administrator/Supervisor Salaries:** Administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.
- 112B** **Clerical:** Salaries for employees performing clerical/secretarial services. Include all gross salaries for these individuals while they are on the grantee payroll including overtime salaries or salaries of temporary employees.
- 119** **Other:** Salaries for any other employee not fitting into objects 111A or 112B. Include the gross salaries for these individuals including overtime salaries or temporary employees. Included can be janitorial personnel costs, grant activity coordinators, salaries, and food service personnel.

BENEFITS (200)

- 200** **Personnel Services - Employee Benefits:** Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 111A, 112B or 119. These amounts are not included in the gross salary but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are parts of the cost of personal services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.

PURCHASED SERVICES (300)

- 325** **Parent Activities:** Stipends and scholarships for parents and payments for child care.
- 330** **Other Professional/Technical Services (Consultants):** Payments for professional or technical services that are not directly related to instructional activities. Included are payments for data processing, management consultants, legal services, etc.

OTHER PURCHASED SERVICES (500)

- 530** **Communications:** Payments for services provided by persons or businesses to assist in transmitting and receiving messages or information. This category includes telephone, FAX services, postage, and postage machine rental.
- 580** **Travel:** Expenditures for transportation, meals, hotel and other expenses associated with staff or collaborative members' travel, including conference or workshop fees. Per diem payments to staff in lieu of reimbursement for subsistence (room and board) are included.
- 590** **Other Purchased Services:** All other payments for services rendered by organizations or personnel not on the grantee payroll not detailed in 530 or 580. These include printing and advertising costs.

SUPPLIES (600)

- 612** **Administrative Supplies:** Expenditures for consumable items directly related to program administrative (non-instructional) activities.

**COLCHESTER'S DISCOVERY GRANT
BUDGET JUSTIFICATION JULY 1, 2012 THROUGH JUNE 30, 2013**

<u>Code</u>	<u>Descriptions</u>	<u>Budget Amount</u>
111A	ADMINISTRATOR/SUPERVISOR SALARIES	\$19527.71
	Early Childhood Coordinator – position dedicated to coordinating the activities of Colchester’s community-wide local plan, including:	
	<ul style="list-style-type: none"> ▪ Organizing, planning and facilitating all Leadership Work Group, Early Care Collaborative; School Readiness/Discovery Council and Team Leader/Specialist meetings; ▪ Promote community understanding of blueprint goals, strategies, and activities and encourage community involvement. ▪ Ensuring direct, transparent communication throughout the structure of the Collaborative and back into the Colchester community; ▪ Oversight and management of Team Leaders, Specialists, Clerk and Data Management Coordinator; ▪ Maintaining all aspects of the School Readiness, Discovery, and Local Planning Grants, including fiscal management, reporting, data collection, and implementation; ▪ Facilitating dialogue between and among local child care and education programs and the Colchester Public Schools. ▪ Identification of and provision of professional development programs for teachers and staff involved in early childcare and education ▪ Alignment of all efforts of School Readiness, Discovery and Early Childhood Blueprint ▪ Supporting the establishment of a Family Resource center in our community. ▪ Engaging community partners (i.e. Library, Social Services) for participation in the Blueprint, school readiness, and Discovery initiatives ▪ Facilitating dialogue between community stakeholders i.e. businesses, local child care and education programs, parents, Colchester Public Schools, seniors, and other community partners ▪ Assisting in data gathering to establish and ensure accountability with blueprint plan i.e. through focus groups, dialogue forums, and needs assessments, other data gathering methods. ▪ Disseminate data and committee/sub-committee results to community at large 	

**Partial contribution toward a .545 Early Childhood Coordinator Position
(total: \$42427.71 per academic year).**

112B	CLERICAL	\$7,498.40
	Office Professional will assist Early Childhood Coordinator with various clerical duties involved in all aspects of the Collaborative for Colchester’s Children. Includes assistance with advertising, agenda preparation, taking minutes of all held meetings, event preparation and other typical clerical duties.	

520 hours x \$14.42 per hour

119 OTHER		
Program Accountability Coordinator		\$6,300.00
	Program Accountability Coordinator will be responsible for the collection, analysis, reporting	

out of all population data collected to measure impact on headline and secondary indicators as well as programmatic and systemic data obtained from measuring performance. Including the following:

- Assist Board and Work Groups, and Partners in the development of performance measures for all selected activities and overarching strategies;
- Collect, analyze, and update all data;
- Work with Early Childhood Coordinator to develop means of reporting progress back to community;
- Work to ensure a continual feedback loop from the community to the Collaborative for Colchester's Children;
- Coordinate with C3 Program Coordinator, Board, and relevant partners;
- Promote community understanding of blueprint goals, strategies, and activities and encourage community involvement.

Communications Coordinator

\$3200.00

The Communications Coordinator position includes PR and marketing for C3 as well as all C3 programs and events and includes the following responsibilities:

- Write press materials including: press releases, media alerts, fact sheets, talking points, op-ed pieces, etc.
- Develop an active targeted media list of area print/broadcast media outlets with complete contact info for appropriate reporters;
- Develop relationships with media outlets & reporters covering early care and education, health and well being, family supports for children birth through age eight and their families (pitch story ideas, follow up, coordinate interviews, maintain detailed notes regarding communication with reporters);
- Take a proactive approach to publicity opportunities by requesting editorial calendars from media targets, etc.;
- Identify and reach out to community stakeholders, coordinate partnerships with community organizations;
- Promote community understanding of blueprint goals, strategies, and activities and encourage community involvement;
- Coordinate with Early Childhood Coordinator, Program & Accountability Coordinators, Board, and partners on an ongoing basis.

330 OTHER PROFESSIONAL/TECHNICAL SERVICES

\$3200.00

Program Coordinator

The Program Coordinator position includes overseeing the planning and execution of all programs & events and includes the following responsibilities:

- Lead group to plan and implement all assigned programs and activities
- Lead operations in a manner that is professional, inclusive, productive, and successful
- Schedule, set agenda for, and facilitate team meetings to complete all assigned tasks in a manner that builds consensus among team members and partners
- Collect, submit and maintain accurate minutes of team meetings
- Assist the Program Accountability Coordinator in the collection of accurate performance measure data related to implemented programs and activities
- Communicate team recommendations, decisions, processes, needs and results to C3
- Promote community understanding of blueprint goals, strategies, and activities and encourage community involvement
- Attend monthly Leader/Coordinator meetings.

- Attend C3 meetings, up to 6 times per year.

590	OTHER PURCHASED SERVICES		\$ 150.00
	Meeting facilities/food/childcare	\$ 150.00	
612	ADMINISTRATIVE SUPPLIES		\$ 123.89
	Paper, ink, cartridges, chart paper, pens, markers, etc.		
TOTAL:			\$40000.00

SECTION D: SUSTAINABILITY

Provide a **1-2 page** narrative that addresses the following questions:

1. What are the critical elements that your community will need to put in place to sustain its work in the future without funding from the current funding partners?

As Colchester reviews the sustainability self-assessment from The Finance Project, we see a number of strengths and areas that require work in order to create true and long-lasting sustainability of our early childhood initiative. First, we recognize our strengths to be our clearly stated vision and purpose and that our purpose is supported both by data outlining our local conditions and community input. We possess broad based community support from many different groups who are becoming aware of the needs of our children and families. We have strong support from our local leaders, specifically our First Selectman and our Superintendent of Schools, both of who actively participate in and support the work of our Collaborative. For example, our First Selectman has included the amount of \$10,000.00 for the Collaborative in the Town's budget for the upcoming fiscal year. In addition, he has publically supported this funding and we are hopeful that the budget will be passed in the May referendum with this additional investment included.

We possess some "unusual suspects" as our champions, specifically members of our Board of Education. Currently, our Board of Education Chair actively and publically supports our initiative while two other members of the BOE regularly attend different meetings. Finally, our Collaborative possesses the crucial component of flexibility as it pertains to changes in our work and a readiness for opportunities.

As far as sustainability components that require attention, we are in strong need of a strategic financing plan along with a plan that outlines long term sustainability and growth. We are highly cognizant of these and are making strides to assess our current sustainability and financing while devising a meaningful plan that will ensure that the Collaborative for Colchester's Children continues to flourish.

Currently, we have applied for technical assistance through the Memorial Fund to have a sustainability assessment completed for Colchester. We came to the decision that we need expertise in this area due to our Board of Partners intently exploring the sustainability question. Coming into this fiscal year, the Board took the direction to focus much of its efforts on developing our infrastructure. Three sub-committees were formed from Board and Work Group members and all focus on an area of sustainability: (1) communication; (2) exploration of a non-profit status; and (3) the development of a comprehensive resourcing plan. A detailed communication plan has been developed (Attachment 7: Communication Plan) which involves tailored outreach to key decision makers, stakeholders, and other potential champions. As well, the communication plan addresses broad-based information being disseminated to the general public that outlines why supporting early childhood is essential to a thriving community. We have explored establishing C3 as a 501c3 non-profit organization, however, within our community, this will create an idea of "separateness" or "independence" from the town and school, which we feel would be detrimental to our initiative. Alternatives at this point include establishing a Friends of C3 501c3 which may provide the benefit of a non-profit without creating the idea of independence from the town and schools. Further exploration is required and will take place upon our sustainability assessment. Finally, we realize that we lack the expertise to create a comprehensive resourcing plan and sustainability plan. The work of these sub-committees has led us to applying for the technical assistance and as well, utilizing the GMF Bridge Grant funding to hire a sustainability expert.

2. What specific local and state policies or practices are barriers to sustaining your collaborative structure and implementing your strategies, such as half-day kindergarten, access to data, and

state categorical funding streams? What, if any, strategies has the collaborative identified to address these barriers?

We have identified the following local and state policies and practices as barriers to sustaining our Collaborative. In addition, we have begun to implement strategies to address these barriers. The strategies (if developed) are listed immediately following each barrier:

- (a) BARRIER: Static funding on the Competitive School Readiness Grant funding;

STRATEGY: Colchester continues to provide data to the state regarding how many additional school readiness funded spaces Colchester could have available should funding be increased. We have other center-based programs that have expressed an interest in becoming a School Readiness provider should funds increase.

- (b) BARRIER: Access to data specifically in obtaining data on our citizens. We often locate regional data but not specific local data. Data on our birth through age 5 children is difficult to obtain;

STRATEGY: Part of our infrastructure includes adding a part time Program Accountability Coordinator who works with our partners to develop data on our data development agenda. For example, our Program Accountability Coordinator worked with our school system who calculated the BMI scores on all students in Kindergarten through grade 3. This data is now used as an additional headline indicator for the health of our children. Prior to obtaining this information, the only data in our possession regarding obesity was regional.

- (c) BARRIER: Our local tax structure. Colchester lacks a diverse business base resulting in residents paying 90% of the tax burden. The outcome of this situation is that Colchester ranks 158 out of 166 in per pupil expenditure proving it difficult to fund full day kindergarten;

STRATEGY: The local government has recently hired a part time economic developer to draw diverse businesses into our community. Despite our per pupil expenditure, we are utilizing our decrease in enrollment to add another session of full day kindergarten in order to meet the needs of some of our children with Individualized Education Plans. In 2012-2013, we will have two sessions of full day kindergarten.

- (d) BARRIER: Our local Child Find initiative provides developmental screenings during the week day, which is inconvenient for many families. We lack funding to provide weekend or evening screening.

STRATEGY: Our preschool staff, who are responsible for administering the developmental assessments have donated their time over the past two years to provide a Saturday Screening at the Preschooler's Expo. While this is not a long term sustainable model, it is addressing the immediate need of our families.

- (e) Connecticut Birth to Three services have become too costly for many of our residents. The transitions of three year olds from Birth to Three into our public preschool program have decreased significantly, however, the number of students with disabilities remain constant.

STRATEGY: We have met with Connecticut Birth to Three to provide comprehensive information regarding our local Early Head Start, Head Start, and School Readiness programs to pass along to their families who opt out of services. This strategy will provide another opportunity for the family to obtain earlier intervention rather than upon kindergarten entry.

- (f) The state lacks a comprehensive awareness campaign to educate Connecticut residents on why supporting early childhood is critical to developing a thriving state;

STRATEGY: Through our recently developed communication plan, we are beginning to inform our own residents on how supporting early childhood is way to develop a thriving community.

- (g) Colchester would benefit from a regional approach to wellness. Due to our location, our families with school aged children choose 55 different medical offices located in 34 different towns representing 5 different counties.

STRATEGY: In development: Contacting the 21 most often used providers to inform of our initiative and begin to engage their practices in our work.

TOWN OF COLCHESTER



EMPLOYEE HANDBOOK & PERSONNEL POLICIES

DRAFT
LAST REVISION: 04/10/12

of these policies is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. All employees are bound by the Town of Colchester's Code of Ethics.

An actual or potential conflict of interest occurs when an employee is in a position to influence a work-related decision that may result in a personal gain for that employee or for a relative. Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which The Town does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Town.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, leases, etc., he or she must disclose the existence of any actual or potential conflict of interest as soon as possible to a manager so that safeguards can be established to protect all parties.

Employees must not engage in any other employment or self-employment, or providing services to others, with or without compensation, during normal working hours.

II. YOUR JOB

Employment Classification

An employee's classification is determined based upon the employee's regular hourly workweek with the Town of Colchester. While it does not alter the at-will nature of employment with the Town, an employee's classification is significant, as it determines what Town-provided benefits, if any, an employee is eligible to receive.

The employment classifications for employees working for the Town of Colchester are as follows:

A. Regular. A regular employee is hired for "continuous" work and not hired to fulfill duties on a temporary or short-term basis.

d.B. Temporary. A temporary employee is one who provides services to the Town of Colchester on an "as-needed," intermittent or seasonal basis. Temporary employees are not eligible for any benefits offered by the Town of Colchester.

a.C. Full-time. A full-time employee is one who ~~has successfully completed a three (3) month probationary period of employment and who~~ consistently works throughout the year for a minimum of thirty-five (35) hours per week. Full-time employees who meet all other qualifications required by the Town and/or its benefits provider(s), are eligible for all of the employee benefits offered by the Town, such as group insurance, holidays, vacation, sick leave, leaves of absence, and other benefits as set forth in this handbook.

b.D. Part-time. A part-time employee is one who ~~has successfully completed a three (3) month probationary period of employment and who consistently works throughout the year~~ **is normally scheduled** to work less than thirty-five (35) hours per week **on a regular basis**. Part-time employees are paid on an hourly or daily salary basis. There are two (2) different part-time classifications:

1. Part-time employees who consistently work a minimum of thirty (30) hours per week and who meet all other qualifications required by the Town are eligible to earn **vacation, holidays, sick leave, ~~paid time-off~~**, longevity, and **life** insurance benefits and to participate in our **IRA** 401(a) plan on a prorated basis as set forth in these personnel policies. Employees who consistently work a minimum of thirty (30) hours per week also receive the long-term disability benefit and may participate in the Town's Deferred Compensation 457 Plan as set forth in these personnel policies.

2. Part-time employees who consistently work less than thirty (30) hours per week are not entitled to any fringe benefits offered by the Town, unless otherwise explicitly provided in this handbook and personnel policies.

e.E. Probationary. During the first three months of any full-time or part-time employee's employment with the Town of Colchester, the employee will be considered a probationary employee. Probationary employees are not eligible for any benefits offered by the Town of Colchester. Sick leave, personal leave and vacation will accrue, but cannot be used, during ~~probation~~ **this period**. ~~The probationary period for newly-hired full-time or part-time employees may be waived with the permission of the First Selectman through a signed letter confirming such waiver.~~ **(NOTE: Option to waive waiting period will be added to a future section of the policy)**

F. Elected Official. An elected official is one who has been duly elected by the residents of the Town of Colchester or appointed to fill a vacancy and is otherwise considered a "full-time" employee as defined in this section. The elected officials that this policy pertains to are solely the First Selectman, Town Clerk, and Tax Collector. Elected officials are not subject to the three (3) month probationary period upon election or appointment. Elected officials are eligible for all of the employee benefits offered by the Town, such as group insurance, paid time-off, leaves of absence, and other benefits as set forth in these personnel policies effective the first day of the month immediately following their election or appointment. Benefits provided to paid, full-time elected officials are to be determined by the Town of Colchester's Board of Selectmen and may be expanded or decreased as is deemed in the best interest of the Town.

G. Exempt And Non-Exempt Status. Consistent with applicable federal and state wage and hour laws, employee classifications fall into one of two categories: "exempt" or "non-exempt." These terms are defined by the Fair Labor Standards Act, which is a federal law requiring that certain employees be paid at least the

minimum wage and overtime for hours worked over 40 hours a week. However, the law provides that some employees are “exempt” from this requirement, and therefore do not have to be paid a specific hourly wage or overtime. You will be advised whether your position is an exempt or non-exempt position.

Exempt: Exempt employees do not have any limits on the hours that may be worked in a given work or pay period. They are expected to work the hours needed to accomplish their job responsibilities without receiving extra pay for overtime worked.

Non-Exempt: Non-exempt employees are paid an hourly rate and are eligible for overtime pay at the rate of 1 ½ times their regular hourly rate of pay for hours worked in excess of 40 hours per work week.

Employee Hiring and Dismissal (ADDED FROM CURRENT POLICY)

Purpose

The Town of Colchester Charter, Article IV The Board of Selectmen, § C-402, C. “The appointment and dismissal of all Town employees shall be administered by the Board of Selectmen, but the Board of Selectmen may delegate such authority as is deemed necessary for the sound administration of Town government.”

The Town of Colchester Charter, Article XIII Town Employees and Appointed Officials, § C-1301 “The appointment and dismissal of all Town employees, except those who are elected or are under the jurisdiction of the Board of Police Commissioners, shall be made by the Board of Selectmen, but the Board of Selectmen may delegate such authority as is deemed necessary for the sound administration of Town government. All appointments shall be made on the basis of merit and after examination of qualifications. The Board of Selectmen shall neither appoint nor dismiss Town employees associated with fire protection services except as recommended by the Fire Chief. Before the appointment or dismissal of any Town employee, the Board of Selectmen shall consult with the board, department or individual to whom the services of such employee are to be or have been rendered.”

The purpose of this policy is to specify the Board of Selectmen’s delegation of authority for the hiring and dismissal of Town employees and joint Town/Board of Education (BOE) employees as it pertains to the language of the Town of Colchester charter.

Town Employee Hiring and Dismissal

The First Selectman shall hire and dismiss employees of the town, with the exception of employees whose employment is otherwise provided by law (i.e. elected officials), and department heads. For the purposes of this policy, department heads are: Assessor, Building Official, CHVFD Chief, Cragin Memorial Library Director, Public Works Director, Recreation Manager, Senior Center Director, Town Engineer, Town Planner/Planning Director, and Youth & Social Services Director.

The Board of Selectmen shall be given notice of all full-time and part-time employees who are hired or dismissed by the First Selectman prior to the next Board of Selectmen meeting immediately following the hire or dismissal. This notification requirement to the Board of Selectmen shall not apply to per-diem or temporary/seasonal employee hiring or dismissal actions.

At either of its next two meetings following such hiring or dismissal notification to an employee, the Board of Selectmen, by a majority vote, may request a review of the decision to hire or dismiss and confirm or reverse the decision of the ~~make a recommendation to the~~ First Selectman. The authority to hire and dismiss department heads and employees whose employment is otherwise provided by law rests solely with the Board of Selectmen.

Joint Town/Board of Education Employee Hiring and Dismissal

Joint Town/Board of Education employees, including department heads serving as joint employees, may be hired or dismissed following the approval of the Board of Selectmen and Board of Education by majority vote or its designee. The Chief Financial Officer's hiring and dismissal shall be processed per the Town of Colchester Charter.

Termination of Employment

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

Resignation: voluntary employment termination initiated by an employee.

Discharge: involuntary employment termination initiated by the employer.

Layoff: involuntary employment termination initiated by the employer that is generally not for disciplinary reasons.

Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Notice

We hope that you will remain with the Town; however, should you decide to resign, we request that you provide two weeks advance notice to your supervisor (in writing).

Return of Equipment/Supplies

Prior to the end of the last day of work the employee must return all Town equipment and property to his/her supervisor. This includes, but is not limited to, the return of all uniforms, credit cards, badges, and keys. Terminating employees are required to settle any outstanding debts prior to the last day of employment.

Benefits Continuation (COBRA)

Federal law may allow employees and their dependents who are covered by our health insurance program to temporarily continue that coverage following certain qualifying events (such as termination of employment), when health coverage would otherwise end.

Employee Relations

We have an open door policy. There may be times when you will have a constructive suggestion or a complaint to make. There also may be times when a difference of opinion will arise between you and another employee or your supervisor. We encourage you to bring any questions, suggestions, and complaints to our attention. We will give careful consideration to each of these in our continuing effort to improve our operations.

We are committed to open and honest discussion of employee problems and concerns raised in good faith without fear of retaliation. The best way to clarify a misunderstanding, solve a problem, or resolve a difference of opinion is to discuss the matter directly with the other person(s). If the matter goes unresolved, we believe that the following procedure will ensure that complaints receive full consideration. Should an unsatisfactory situation arise concerning the terms and conditions of your employment, it is important that you bring it to the attention of the appropriate person according to the following procedure:

Step 1 - Talk to your supervisor within 15 working days of event. It is your supervisor's responsibility to ensure that any complaint received is given prompt attention.

Step 2 - In the event you feel the problem remains unresolved after discussing it with your supervisor, (or if your issue directly involves your supervisor), you are encouraged to meet with the Department Head within 15 working days of event or non-resolution. Department head has 15 working days to respond to employee.

Step 3 - If you still feel that your problem/complaint remains unresolved, you may request a meeting with the First Selectman within 15 working days of non-resolution and First Selectman has 15 working days to respond to the employee.

Performance Appraisal

Ongoing communication between employees and supervisors to establish goals, clarify job accountabilities, and determine performance standards is the key to effectively managing performance, ensuring that employees have the tools to be successful in their jobs and ultimately ensuring the success of the Town. The performance management and appraisal process provides an ongoing means of communication between supervisors and employees resulting in an annual written performance appraisal. Appraisals are prepared based on the performance activities of the past year.

Performance appraisals will include a summary of the employee's performance that is measured against job **accountabilities description, performance standards and specific goals, and objectives during the performance period. The appraisal will also be used to create goals and development objectives for the new performance period.**

Your job performance and your ability to comply with policies and practices directly affect your career advancement, your pay, and your continued employment.

Development Opportunities

The Town of Colchester is committed to providing employees opportunities for individual growth and development in their jobs. You should accept the challenge to grow and develop in your job. The Town will provide you with the opportunity for training, future growth, and career development. By the same token, it is expected that employees will take an active approach in self-

improvement by seeking out educational and training opportunities, with the approval of their department head.

Attendance

~~The Town of Colchester relies on all of its employees to report to work regularly and on time. If an employee is going to be late or absent, he or she must contact his or her supervisor immediately. If an employee has to leave work early, he or she must obtain advance approval from his or her supervisor.~~

~~The Town will take disciplinary action, up to and including discharge, where an employee's attendance is unacceptable or where an employee fails to comply with the above notice requirements.~~

You are important to our success, and each job is important to the smooth operation of our Town. Reporting to work on time, continuing to work until the end of the workday, and being at work on a regular and consistent basis is expected of each employee. Your attendance and punctuality record directly affects your performance evaluations, your opportunities for advancement and your continued employment.

The Town does not tolerate unexcused absences. An excused absence means that you have requested and received your supervisor's permission to be absent for a certain day. An "unexcused absence" is defined as all other absences when your supervisor has not approved the time off or where you have failed to make appropriate attempts to contact your supervisor. **With the exception of extenuating circumstances,** more than three unexcused absences in a year will result in discipline up to and including discharge. Consecutive absences may be treated as one incident.

If you are absent from work for three (3) consecutive work days and fail to properly call in to your supervisor, you will be considered to have **voluntarily resigned** abandoned your job and may be subject to termination.

If it should become necessary for you to be late or absent, you are required to inform your supervisor as soon as possible. Speak directly with your supervisor. It is also expected that you will notify your supervisor in advance to request time off unless it is a case of illness or unexpected emergency situation. Calling in to say that you are taking vacation time or time off for some other reason that could have been scheduled in advance is not acceptable.

Even if reported and excused, absenteeism and tardiness that becomes excessive places a heavy burden on other employees. What is "excessive absenteeism"? Employees are provided with vacation, personal, and sick time.

Absences in excess of this time are considered excessive – such situations will be addressed by disciplinary action and possibly termination of employment. However, excessive absenteeism does not include approved and documented leaves of absence, jury duty, military duty, approved and scheduled vacation time, or bereavement leave taken within Town guidelines. Excessive absenteeism will result in discipline up to and including discharge.

Tardiness is not acceptable. Excessive tardiness is subject to discipline.

Lunch and Breaks

Lunch times and length of lunch periods are to be determined by department management, in accordance with applicable labor laws. You may not forego your lunch period in order to shorten your workday, unless authorized by your supervisor. Employees are expected to work up to the start of the lunch period and be at their workstations ready to work at the end of the lunch period.

Personnel Records

Each employee is responsible for updating personnel information with the ~~First Selectman~~ **Human Resources Office**, in writing, when there is a change in the employee's address, telephone number, marital status, emergency contact, or number and names of dependents.

Tax information must be kept current. W-4 forms are available in the ~~Payroll Department~~ **Human Resources Office** throughout the year.

A personnel file will be maintained by the ~~First Selectman~~ **Human Resources Office** on each employee of the Town of Colchester and may contain any or all of the following items:

1. Employment application, resume, letters of reference;
2. Correspondence and agreements regarding employment with the Town of Colchester;
3. Copies of any evaluations;
4. Requests for vacation, leave, personal days and all other authorized absences;
5. Copies of all correspondence or other records relating to employment, promotion, discipline, dismissal or resignation;
6. Authorizations for withholding monies from pay for any lawful purpose;
7. Authorizations for pay changes signed by the First Selectman.

All records maintained by the ~~First Selectman~~ **Human Resources Office** are the property of the Town of Colchester and subject to the State's Record Retention Requirements, and the requirements of the Connecticut Freedom of Information Act.