

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Agenda
Regular Meeting
Thursday, September 20, 2012
Colchester Town Hall

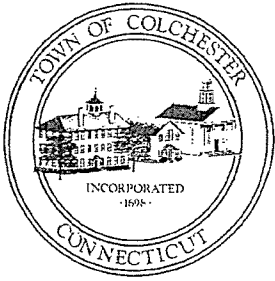
Meeting Room 1 – Immediately Following Town Meeting at 7:05 PM

NANCY A. BRAY
TOWN CLERK

RECEIVED
COLCHESTER, CT
2012 SEP 18 PM 1:41

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the September 6, 2012 Regular Board of Selectmen meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Economic Development Commission. Member vacancy to be filled for a term to expire 10/31/14. John P. Dion to be interviewed.
 - b. Fair Rent Commission. Member vacancy to be filled for a three-year term to expire 10/01/2015. Valerie McGriff to be interviewed.
 - c. Parks & Recreation Commission. Alternate vacancy to be filled for a three-year term to expire 11/30/2015. David A. O'Brien to be interviewed.
 - d. Conservation Commission. Member re-appointment for a three-year term to expire 10/01/2015. Darrell York to be interviewed.
 - e. Sewer & Water Commission. Member vacancy to be filled for a three-year term to expire 10/01/2015. Steven J. Durel was interviewed on 08/16/2012.
 - f. Sewer & Water Commission. Member vacancy to be filled for a three-year term to expire 10/01/2015. Robert Peter to be interviewed.
6. Budget Transfers
7. Tax Refunds & Rebates
8. Discussion and Possible Action on Release of Subdivision Bond
9. Discussion and Possible Action on East River Energy Unleaded Gasoline Contract
10. Discussion and Possible Action on Photocopier Lease Agreement
11. Discussion and Possible Action on Main Street Investment Grant
12. Discussion and Possible Action on Engagement Agreement with Williams, Walsh, and O'Connor

13. Discussion and Possible Action on Old Bacon Academy Lease
14. Discussion and Possible Action on Personnel Policy
 - a. Section II, pages 23 – 26 (2nd Reading)
 - b. Section II, pages 26 – 29 (1st Reading)
15. Citizen's Comments
16. First Selectman's Report
17. Liaison Report
18. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Minutes
Regular Meeting
Thursday, September 6, 2012
Colchester Town Hall

Meeting Room 1 - 7:00PM

RECEIVED
COLCHESTER, CT
2012 SEP -7 PM 1:51
NANCY A. BRAY
TOWN CLERK
Nancy A. Bray

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, Patti White, James Paggioli, Sal Tassone, Robert Tarlov, and other citizens.

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:00 p.m.
2. **Additions to the Agenda**
None.
3. **Approve Minutes of the August 16, 2012 Regular Board of Selectmen meeting**
G. Cordova moved to approve the minutes of the August 16, 2012 Regular Board of Selectmen meeting, seconded by R. Coyle. S. Soby abstained. All others approved. MOTION CARRIED.
4. **Approve Minutes of the August 21, 2012 Special Tri-Board meeting**
G. Cordova moved to approve the minutes of the August 21, 2012 Special Tri-Board meeting, seconded by S. Soby. J. Ford abstained. All others approved. MOTION CARRIED.
5. **Citizen's Comments**
None.
6. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
 - a. **Parks & Recreation Commission. Alternate vacancy to be filled for a three-year term to expire 11/30/2015.** David A. O'Brien was absent.
 - b. **Parks & Recreation Commission. Alternate vacancy to be filled for a three-year term to expire 11/30/2015.** Tracy Loskant was interviewed on 08/16/2012.
G. Cordova moved to appoint Tracy Loskant as an alternate to the Parks & Recreation Commission for a three-year term to expire 11/30/2015, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
 - c. **Planning & Zoning Commission. Alternate vacancy to be filled for a three-year term to expire 12/31/2014.** Nathaniel Shiff was interviewed on 8/02/2012.
No action taken.
 - d. **Fair Rent Commission. Member vacancy to be filled for a two-year term to expire 4/31/2014.** Steven J. Durel was interviewed on 08/16/2012.
No action taken.
7. **Budget Transfers**
None.

8. **Tax Refunds & Rebates**

G. Cordova moved to approve the tax refunds of \$6.57 to Joseph Olbrias, \$53.07 to Dean Sassu, \$82.85 to Catherine Swanson, \$6.49 to Kathy A. or James Sheehan, \$7.20 to Frank Lavech Jr., \$323.71 to Nissan Infiniti-LT, \$9.99 to Rocco & Caterina Nozzolini, \$2,937.60 to Wells Fargo Home Mortgage, \$252.00 to Honda Lease Trust, \$28.22 to Therese Blais, \$14.40 to Thomas & Gail Kittle, \$21.02 to Mary Pallozzi, \$8.41 to Robin Blankenship, \$42.91 to Catherine McKenney, and \$20.45 to Joseph Villani; seconded by J. Ford. Unanimously approved. MOTION CARRIED.

9. **Discussion and Possible Action on East River Energy Diesel Fuel Contract**

S. Soby moved to authorize the First Selectman to sign the contract with East River Energy for the purchase of diesel fuel for the contract period of August 21, 2012 through June 30, 2013, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

10. **Discussion and Possible Action on Discontinuance of Portion of Reservoir Road**

G. Cordova moved that the Board of Selectmen accept the discontinuance of Reservoir Road from the east boundary of property of the City of Norwich to a line approximately 20 feet west of the existing end of pavement, said Line being approximately 680 feet west of the centerline of Scott Hill Road, as recommended by the Town Engineer, and to move for formal discontinuance at a Town Meeting to be held at 7:05 p.m. on September 20, 2012 at the Colchester Town Hall; seconded by J. Ford. Unanimously approved. MOTION CARRIED.

11. **Discussion and Possible Action on Superintendent Karen Loisel Goodwin Appreciation Day**

R. Coyle moved that Colchester designate September 14, 2012 as Superintendent Karen Loisel Goodwin Appreciation Day, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

12. **Discussion and Possible Action on Senior Center Policies**

R. Coyle moved that the Board of Selectmen approve the Transportation, Code of Conduct, and Participation policies for the Senior Center as presented, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

13. **Discussion and Possible Action on Energy Project – Referral to Planning & Zoning Commission**

R. Coyle commented on concern over process and would like the item tabled until a future meeting until more questions about the process are answered. J. Ford commented that Planning & Zoning Commission usually approved §8-24 reviews with the appropriate financial process and stated that the Town is not at that point yet and should be tabled. G. Cordova commented that the project is a, "no brainer," and that it would save the Town and Board of Education money and the process should continue. G. Schuster recommended that the Board of Selectmen still refer the §8-24 review to the Planning & Zoning Commission, but ask that they not make a formal recommendation until the appropriate boards have officially ruled on their decision to continue with the project. S. Soby commented that concurrent activities of the process should continue while questions are being answered as they arise. R. Coyle stated again her displeasure with the process. S. Soby moved to refer the energy project to the Planning & Zoning Commission for an §8-24 review and request that a final recommendation not be made until the process to approve the project by Town has been solidified by the appropriate boards, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

14. **Citizen's Comments**

None.

15. **First Selectman's Report**

First Selectman G. Schuster reported that he went on a ride-along with the Colchester Police during a 3rd shift. It was a slow night with proactive patrol whereby they had several encounters and traffic violations, no DUIs though. He recommended that other Board members participate in a ride along. He further reported that work had begun on Route 85 to expand the sewer and water lines and that there will be traffic detours. Also, The State Vegetation Management Task Force released their final report and it should be noted that Colchester's Director of Operations, Kevin Kelly, was on the Task Force and should be recognized for his hard work. Finally, several

residents have requested that a blight ordinance be adopted. The Board will discuss this issue at a future meeting.

16. **Liaison Report**

R. Coyle reported that the Building Committee has been working on a flyer to hand out during a series of open houses to further explain the project to the public. No dollar value has been placed on the project and will not be until the public has been fully informed and makes their preferences known to the Committee.

S. Soby reported that the Police Commission has continued with third shift coverage and there has been a fair amount of activity, especially when officers on bikes patrol hard-to-reach areas. Specifications for a new cruiser (SUV) are being examined. State police are changing their weapons as are the Town. There is a gun buy-back program to save money.

S. Soby further reported that the Agriculture Commission has been discussing regulations on pigs and other fur-bearing animals for best animal practices. Also, an alternate location for the Farmers' Market is being explored.

S. Soby reported that the Planning & Zoning Commission heard discussions on the expiration of a sub-division, the extension of another, and the use of a mobile home due to a house fire.

17. **Executive Session to Discuss Personnel Issue**

G. Cordova moved to enter into executive session to discuss a personnel issue and invite Town Attorney Patrick McHale, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Entered into executive session at 7:35 p.m.

Exited from executive session at 10:04 p.m.

18. **Executive Session to Discuss Litigation**

S. Soby moved to enter into executive session to discuss litigation, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Entered into executive session at 10:05 p.m.

Exited from executive session at 10:18 p.m.

19. **Adjourn**

G. Cordova moved to adjourn at 10:19 p.m., seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrick M. Kennedy

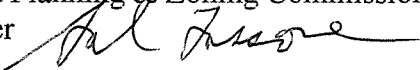
Executive Assistant to the First Selectman

September 7, 2012

Code Administration
Building Official
Fire Marshal
Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

To: Colchester Board of Selectmen
Copy: Colchester Conservation Commission and Planning & Zoning Commission
From: Salvatore A. Tassone P.E.- Town Engineer 

Re: Sub#07-402-Forest at Colchester; 12 lot subdivision of 45.76 acres of a 130.2 acre parcel at 22 Bulkeley Hill Road, Colchester, CT. Assessors Map#02-12, Lot#022-000, R-60 Zone, approved by the P&Z Commission on 9/19/07.

As stated in the attached letter from Paul B. Elis, Manager of Four Gosses LLC, to Colchester Zoning & Planning Commission dated July 26, 2012 the owner of the referenced subdivision has decided not to go forward with his subdivision and has requested that the Zoning & Planning Commission act to expire his subdivision plans and take the necessary steps to release his subdivision bond. As evidenced on the attached "NOTICE OF DECISION" to Paul B. Elis from The Colchester ZEO dated September 6, 2012, the Planning & Zoning Commission has taken the necessary action to expire the referenced subdivision.

To date there has been no application for a Road Permit and based on a site inspection conducted on September 6, 2012, it does not appear that any construction activity/site disturbance has taken place at the site of the proposed subdivision, therefore; I recommend that the original Subdivision Bond – Bond Safeguard Insurance Co. Surety Bond No. 5026099 in the amount of \$730,438.00 be released to the owner.

RECOMMENDED MOTION:

Motion to release the "Forest at Colchester" Subdivision Bond – Bond Safeguard Insurance Co. Surety Bond No. 5026099 in the Amount of \$730,438.00.

PMB

PMB Capital, Inc. Real Estate Investment Bankers
4606 Park Mirasol, Calabasas, CA 91302 (818)2221035

Funds Management
paulelis@pmbcapital.com

July 26, 2012

Colchester Zoning and Planning Commission
127 Norwich Ave
Colchester CT 06415

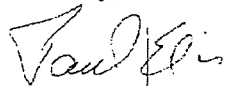
Re: Abigail at Colchester subdivision, Bulkeley Hill Rd.

THE FOREST AT COLCHESTER - MAP 14-38-1539
Ladies and Gentlemen: *SUBDIVISION 07-402*

I am the manager of Four Gosses, LLC that owns the subject property. We have decided to abandon the subdivided status of the lots and return the legal status to its legal condition prior to implementing the subdivision. Please record whatever filings are necessary to accomplish this termination of subdivided status and make whatever notations you find necessary on the subdivision plan on file in the clerk's office. Please take whatever as soon as possible to release the bond for completion of the subdivision improvements.

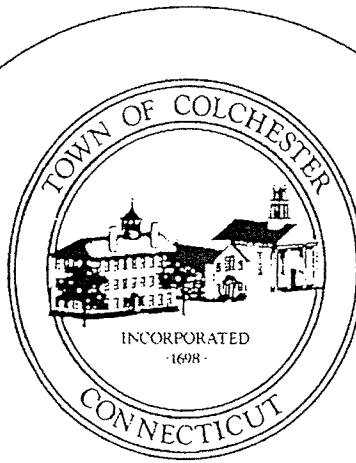
A copy of this request is being sent to Mr. J. Weisbrot of Bond Safeguard Insurance Co.

Cordially,



Paul B. Elis
Manager of Four Gosses LLC

Code Administration
Building Official
Fire Marshal
Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

NOTICE OF DECISION

COPY

Paul B. Elis
Manager of Four Gosses, LLC
PMB Capital, Inc
4606 Park Mirasol
Calabasas, CA 91302

September 6, 2012

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

RE: SUB#07-402-Forest at Colchester; 12-lot subdivision of 45.76 acres of a 130.2 acre parcel at 22 Bulkeley Hill Road, Colchester, CT Assessors Map#02-12, Lot#022-000, R-60 Zone, approved by the P&Z Commission on 9/19/07.

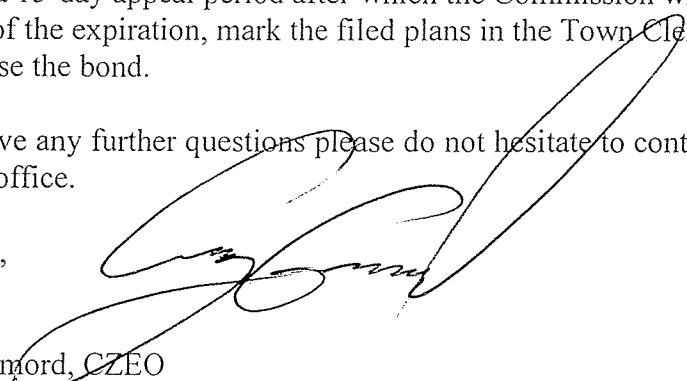
Dear Mr. Elis:

The Planning & Zoning Commission, at their September 6, 2012 meeting, voted to **EXPIRE** the above referenced subdivision and to release the \$730,438 bond being held by the Town. This action was taken at your request and pursuant to C.G.S. section 8-26c (c).

Notice of this decision will be published in the *Rivereast News Bulletin* on 9/14/12. There is a 15-day appeal period after which the Commission will file on the land records a notice of the expiration, mark the filed plans in the Town Clerk's office as "EXPIRED" and release the bond.

If you have any further questions please do not hesitate to contact me at 860-537-7294 or visit our office.

Sincerely,


Craig Grimord, CZEO
Assistant Planner & Zoning Enforcement Officer



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

Date: September 10, 2012

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Contract with East River Energy – Unleaded Gasoline

Description

The attached contract allows the Town to purchase up to 24,000 gallons of unleaded gasoline at a differential price per gallon of \$0.0018 per gallon (excluding taxes). The current State contract pricing is a differential of \$0.0118. At any point in time during the contract period, the Town may enter into a fixed price per gallon for the remaining gallons and remaining term of the contract.

Recommendation

Authorize First Selectman to sign the attached contract with East River Energy for the purchase of unleaded gasoline for the contract period of September 7, 2012 through June 30, 2013.



East River Energy

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

September 7, 2012

Mr. Gregg Schuster, First Selectman
Colchester Town
127 Norwich Ave, Suite 203
Colchester, CT 06415

Transmitted via Electronic Mail

Dear Mr. Schuster:

East River Energy is pleased to confirm the following agreement which has already been processed effective September 7, 2012, as per the electronic mail exchanged between Colleen Canestrari of East River Energy and Eva Gallupe of the Town of Colchester.

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

Product	Contract Gallons	Contract Period	Differential Price Per Gallon Excluding Taxes
Regular Unleaded Gasoline	24,000	9/7/2012-6/30/2013	+\$0.0018

Please note that the differential for gasoline will be added to the OPIS New Haven rack average, date of delivery, plus CT Gross Receipts Tax, L.U.S.T. of \$0.0010 per gallon and the Federal Spill Fund Recovery Tax of \$0.0017 per gallon.

East River Energy's payment terms are net 45 days.

The Town of Colchester reserves the right to lock into a firm and fixed price with East River Energy at any point during the contract period.

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

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

Sincerely,

Maryanne E. Little
Bids & Proposals Manager

Accepted by:

Mr. Gregg Schuster
First Selectman

Dated: _____

Your Energy Partner

401 Soundview Road • P.O. Box 388 • Guilford, CT 06437-0388
203.453.1200 • 800.336.3762 • FAX: 203.453.3899

www.eastriverenergy.com

Est. 1984



East River Energy

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

Attachment A

The price contained and offered in this contract is based upon the sale of the quantity of contract gallons as stated in the specifications. In the event that the customer exceeds 100% of the contract gallons during the contract period, East River Energy reserves the right to (1) extend the contract under the same terms and conditions, or (2) change the contract price to an amount to be determined. In the event that the customer purchases less than 100% of the contract gallons during the contract period, East River Energy reserves the right to (1) extend the contract under the same terms and conditions, (2) have the customer purchase at the contract price the difference between the contract gallons and the actual delivered gallons; East River Energy shall have no obligation to deliver remaining gallons, or (3) terminate the contract. East River Energy will monitor consumption on a monthly basis. Storage fees or liquidation charges may apply. East River Energy reserves the right to allocate committed gallons on a pro-rata basis over the term of this contract. In addition, Bio-heat and Bio-Diesel Fuel may not follow the heating oil and diesel fuel markets. Should customer request a #1 Diesel (Kerosene) blend, price will be the Journal of Commerce New Haven Harbor Daily Kerosene Average, plus \$0.20 per gallon. Please note: In regards to heating oil, should the maximum sulfur content change from .3 to a lower sulfur grade, customer shall be liable for increased costs relative to the .3 sulfur content grade.

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

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

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

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

Acknowledged by:

_____ Dated: _____

Your Energy Partner

401 Soundview Road · P.O. Box 388 · Guilford, CT 06437-0388
203.453.1200 · 800.336.3762 · FAX: 203.453.3899

www.eastriverenergy.com

Est. 1984



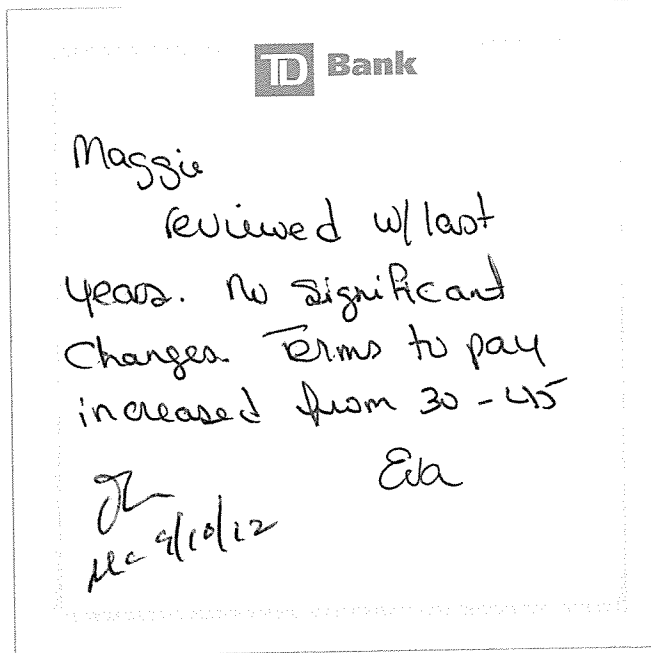
East River Energy

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

Attachment B

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

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



Your Energy Partner

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

203.453.1200 • 800.336.3762 • FAX: 203.453.3899

www.eastriverenergy.com

Est. 1984

Memorandum

To: Gregg Schuster, First Selectman

From: John Chaponis, Assessor

CC:



Date: September 14, 2012

Re: Photo Copier

The following is the totals for the October 1, 2011 Grand List. The total reflects a -9.49% decrease from last year.

The lease for the photocopier in the assessor's office which is shared by the Tax Collector's office is due to expire in February 2013.

Frank from IKon (our leasing company representative) has approached us in regards to new lease for a new machine and there is no penalty for turning in the old machine prior to the expiration of our contract. I have attached a copy of the documents which require approval and signatures in order to enter into this new agreement.

Our old lease called for a payment of \$125 per month. The new agreement is for \$138.50 per month and a term of five years. The new machine is faster and has additional features including the ability to scan and PDF which is something our office will benefit from. We had an older scanner that recently died and were regularly PDF-ing documents for the town attorney.

Our approved 2012-2013 budget anticipated a \$145 per month expense and there is already funding in place to cover this new lease.

I request that the BOS approve the new lease as presented.



Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and COLCHESTER, TOWN OF as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

TOWN OF COLCHESTER				EVA GALLUPE			
Customer (Bill To) 127 NORWICH AVE.				Billing Contact Name			
Product Location Address COLCHESTER CT 06415				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number 860-537-7262			Billing Contact Facsimile Number 860-537-7231		Billing Contact E-Mail Address egallupe@colchesterct.gov		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	MP 2550B

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 60	Minimum Payment (Without Tax) \$ 138.50	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
---	--	--	--

Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
 Addendum(s) attached: YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.
- Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: <input checked="" type="checkbox"/> _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____
---	--



EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	TOWN OF COLCHESTER				
Contact Name:	EVA GALLUPE	Phone:	860-537-7262		
Address:	127 NORWICH AVE.....ASSESSORS OFFICE		City:	COLCHESTER	
State:		Zip:		Fax/Email:	eqallupe@colchesterct.gov
Make	Model	Serial Number	Machine Status		
CANON	IR3025	MTV 14861	LEASED		

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option
 This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, and (2) the request shall be governed by this Authorization. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

Equipment Removal (Owned by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for Customer-owned equipment removals: Customer confirms that (1) Customer has good, valid and marketable title to such equipment and has satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (2) Customer has obtained any and all necessary consents and approvals required to authorize Ricoh to remove such items of equipment and to take title thereto, and (3) by this Authorization, Customer hereby transfers good and valuable title and ownership to Ricoh to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and Customer will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in Ricoh.

Equipment Removal (Leased by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

Buy Out Terms. Upon execution and delivery by Customer of a sale, lease (and related delivery and acceptance certificate), service and/or other agreement ("Agreement") between Ricoh and/or other third party, Ricoh agrees to pay to
 (A) the customer (and Customer hereby agrees to promptly pay such amount to the below named payee ("Payee"), or
 (B) the Payee identified below, an amount ("Buy Out Amount") equal to \$ _____, to pay off an/or reduce Customer's obligations owing under that certain equipment lease agreement _____ for third party lease company ("Third Party Lease") between Customer and Payee relating to the equipment identified in the Third Party Lease.

THIRD PARTY LEASE - COMPANY INFORMATION

Payee Name:		Attention To:	
Address:			
<input type="checkbox"/> W-9 included	<input type="checkbox"/> Third-Party Quote or Proof of Buy Out Included		
Mailing Method: (select one)	<input type="checkbox"/> Mail Check (regular)	<input type="checkbox"/> Overnight Check	

The Buy Out Amount represents the total amount payable by Ricoh for such purpose. Ricoh shall have no obligation, and does not assume any obligation, under the Third Party Lease. Customer acknowledges that Customer is solely responsible to make payments to the Payee under the Third Party lease, to return the Equipment at the appropriate time to the appropriate location as determined by the Payee, and to fulfill any and all payment and other obligations under the Third Party Lease. Customer agrees to indemnify and hold Ricoh harmless from any losses, damages, claims, suits and actions (including reasonable attorneys' fees) arising from the breach by Customer of any of its obligations contained in this authorization and/or the Third Party Lease.

CUSTOMER

RICOH USA, INC.

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____



To: Board of Selectman
From: Adam Turner
Date: September 20, 2012
Re: MSIG

MEMORANDUM

As was discussed in August, the Town staff has prepared a Main Street Investment Grant (MSIG) application for the development of a streetscape on Linwood Avenue. The Linwood Avenue project includes a pathway from the Stop and Shop to the intersection of RT 85 and RT 16 (Linwood Avenue) that includes concrete brick pavers, landscaping, solar lighting, bike racks, benches, and other features. A small granite wall and landscaping feature announces the visitor to their arrival in Colchester. William Brewster along with Town staff scoped and designed the project.

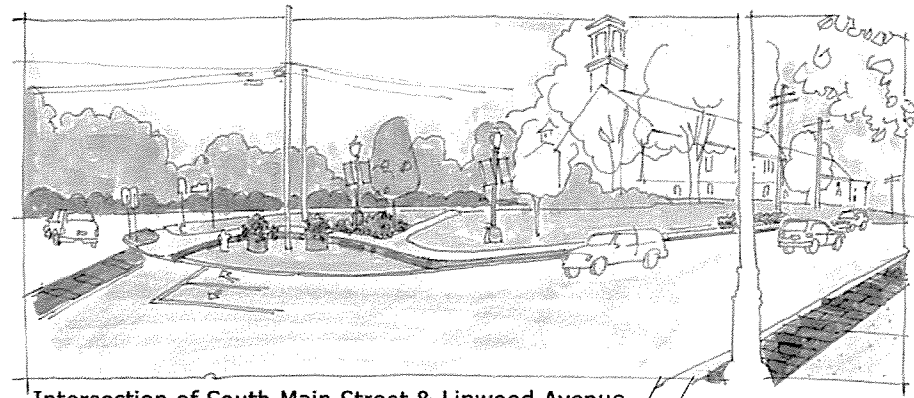
The streetscape would be completed in a manner similar to the Merchants Row project recently constructed. Upon completion the Town would have a lighted pedestrian path from the Airline Trail to the Stop and Shop connecting three economic corridors. A detailed project conceptual sketch and budget have been provided for your review.

Recommended Action –

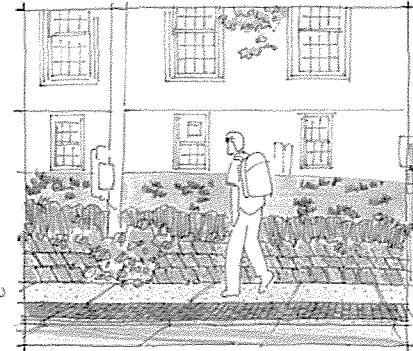
Move to authorize submission of the funding application for the Linwood Avenue Streetscape Improvement Project under the Main Street Investment Fund Program referenced in Section 78 and 79 of the PA 11-1 and authorizes the First Selectman to sign any and all documents.

Cost

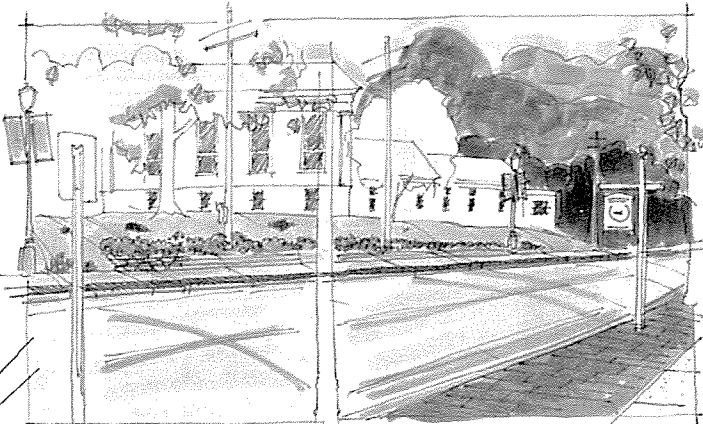
item	quantity	Unit cost (\$)	Cost (\$)
5" thick concrete sidewalk	3120sf	11.00	34,320
8" thick concrete sidewalk	320sf	14.00	4,480
5" stamped concrete	3840sf	16.00	61440
Cut bituminous concrete	150lf	5.00	750
Bituminous concrete drive (3" thickness)	300sf	7.00	2,100
6" bituminous concrete curb	30lf	10.00	300
8" extruded concrete curb	380lf	15.00	5,700
Reset existing post mounted signs	10ea	200	2,000
Reset/reconfigure existing roof drainage pipe	Lump sum	1,000	1,000
Reset/reconfigure existing utility vault	Lump sum	1,500	1,500
Relocate existing "c-l" CB including all drain connects	Lump sum	2,500	2,500
Relocate existing settled granite walk	80	5.00	400
Regrade existing lawn/apply loam, seed and fertilize	600sy	5.00	3,000
Hay matting for slope stabilization	250sy	2.00	500
E and S controls/silt sacks at catch basins	Lump sum	1,000	1,000
ADA sidewalk ramps	2	800	1,600
Solar lighting fixture	7	11000	77000
Concrete light poll base	7	1000	7000
Benches (8ft)	4	2200	8800
Planters	5	1000	5000
Trees	7	1000	7000
Tree Grates	7	1000	7000
Bike Racks	4	700	2800
Mid Height Plants (red twig dogwood)	60	80	4800
Low Height Plants (junipers)	100	30	3000
Slope Paving	660	15	9900
Total			254,090
Contingency			38,114
Total			292,204



Intersection of South Main Street & Linwood Avenue

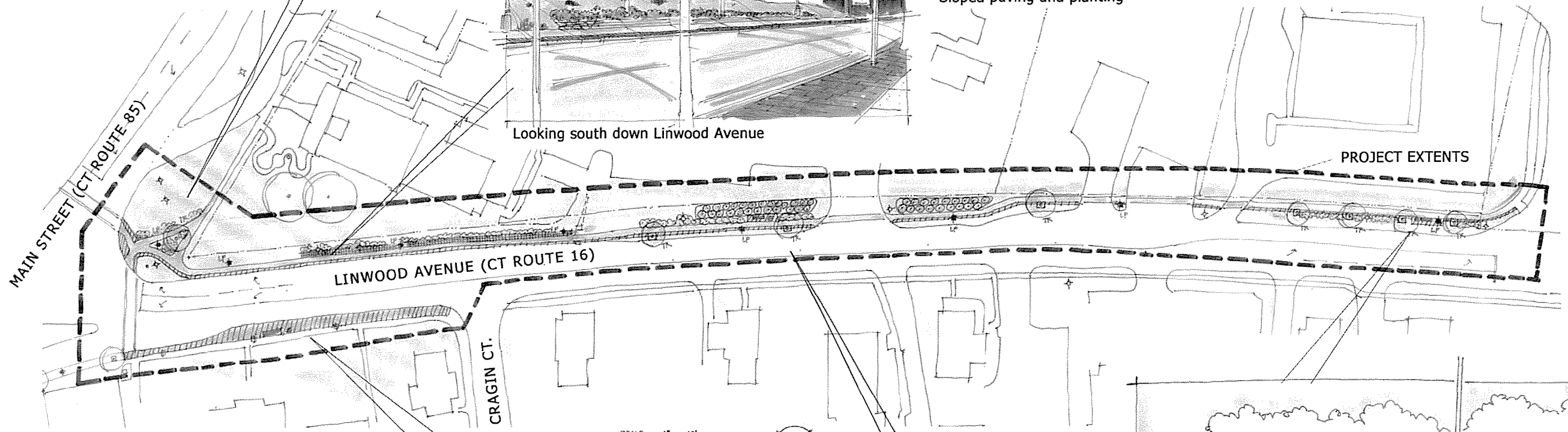


Sloped paving and planting



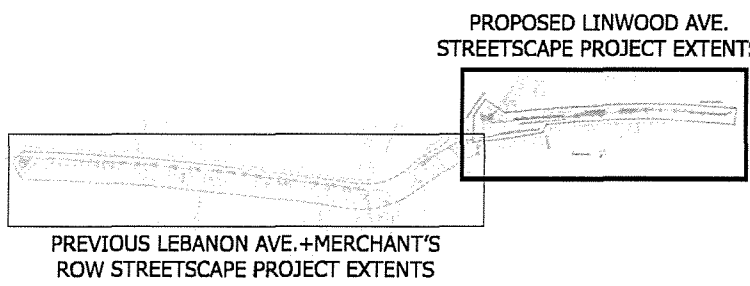
Looking south down Linwood Avenue

- Legend
- street furnishings (benches, planters, bicycle racks)
 - stamped concrete accent strip
 - concrete sidewalks (new and existing)
 - sloped granite paving
 - low plantings (<18"H)
 - medium height plantings (<30"H)
 - trees and grates
 - solar light pole and fixture



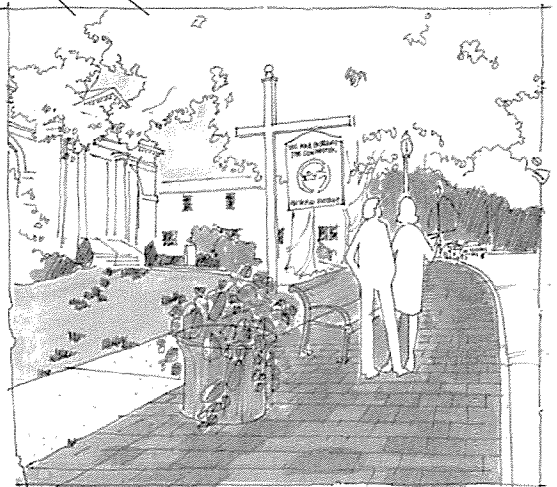
PROJECT EXTENTS

SCALE: 1" = 40'
0 20 40 80 feet

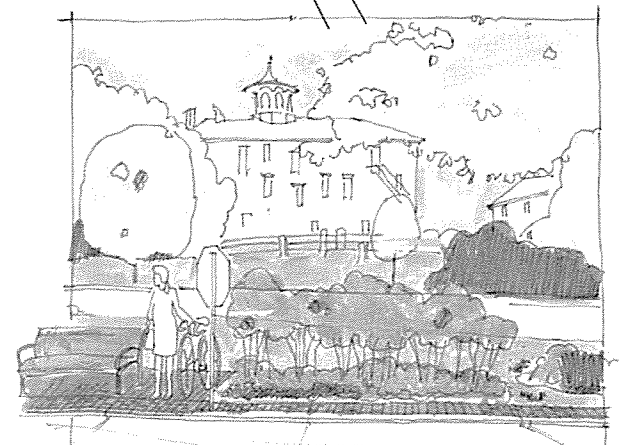


PREVIOUS LEBANON AVE. + MERCHANT'S ROW STREETScape PROJECT EXTENTS

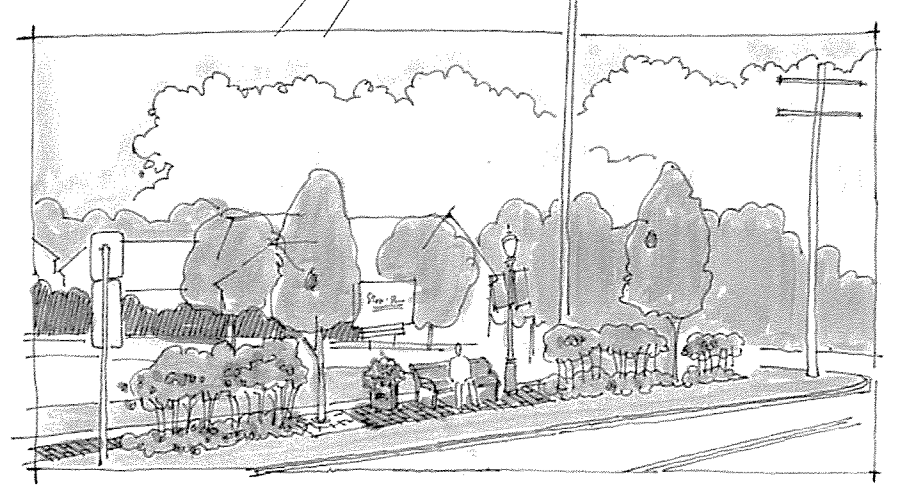
PROPOSED LINWOOD AVE. STREETScape PROJECT EXTENTS



Looking north toward Main Street and Merchant's Row



Looking west toward Old Bacon Academy



Looking south toward Stop & Shop Entrance

Linwood Avenue Streetscape Improvements
Town of Colchester Connecticut
August 2012



WILLIAMS, WALSH & O'CONNOR, LLC
37 BROADWAY
NORTH HAVEN, CT 06473

ENGAGEMENT LETTER

THIS AGREEMENT, dated May , 2011, is made between the CLIENT, referred to as "You" and WILLIAMS, WALSH & O'CONNOR, LLC, 37 Broadway, North Haven, CT 06473, referred to as the "Law Firm".

1. **LEGAL SERVICES TO BE PROVIDED.** You agree that the Law Firm will represent you in the following matter:

Robin Mittasch v Town of Colchester, et al
Handling disposal order hearing on Stella Blue

The legal work includes all necessary court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation and related work to properly represent you in this matter.

2. **ADDITIONAL LEGAL SERVICES.** If you need other services which may or may not be related to the above matter, you and the Law Firm may make a new agreement to provide the other services.

3. **LEGAL FEES.** The Law Firm cannot predict or guarantee what your final bill will be. This will depend on the amount of time spent on your case and the amount of other expenses.

- A. **Initial Payment:** The Law Firm will begin work on your case upon receipt of \$00.00. This sum will be used to pay your fees and expenses according to this Agreement.
- B. **Hourly Rate.** You agree to pay the Law Firm for legal services at the following rates:

Services of	Rate
Attorney	\$250.00
Associate	\$200.00
Paralegal	\$75.00
Secretary	\$N/A

ALL SERVICES WILL BE BILLED. You will be billed at the hourly rates set forth in Paragraph 3B for all services rendered. This includes telephone calls (minimum charge of 10 minutes), dictating and reviewing letters, travel time to and from meetings and the Court, legal research, negotiations and any other service relating to this matter.

4. **COSTS AND EXPENSES.** In addition to legal fees, you must pay the following costs and expenses:

Experts' fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees, deposition costs, messenger services, photocopying charges, telephone toll calls, postage and any other necessary expenses in this matter.

The Law Firm may require that expert(s) be retained directly by you. You would then be solely responsible to pay the expert(s).

5. **YOUR RESPONSIBILITY.** You must fully cooperate with the Law Firm and provide information relevant to the issues involved in this matter. You must also pay all bills as required by this Agreement.

6. **TERMINATION.** It is agreed by both parties that this Agreement may be terminated by either party upon reasonable notice to the other. The attorney's right to terminate his representation is subject to Connecticut Practice Act Section 77(a), (b), (c) and (d), the Rules of Professional Conduct, specifically Rule 1.16(b), and the general supervisory authority of the Superior Court. In the event of termination by the Attorney, a bill will accompany the notice of termination for the legal services rendered to date at the current hourly rate of the Law Firm. In the event of termination by the Client, the Client shall be entitled to his file and its contents upon payment to the Law Firm of the full amount of legal fees billed to the Client by the Law Firm within seven (7) days of notice of termination, which bill shall be computed based upon time spend on the file to date at the current hourly rate of the Law Firm. The Client acknowledges the attorney's lien on the file, which lien will only be released upon payment.

7. **NO GUARANTEE.** The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.

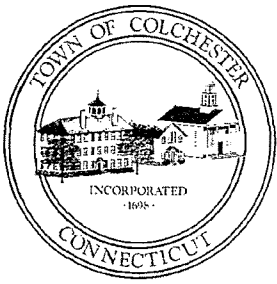
8. **COMMERCIAL TRANSACTION.** The Client acknowledges that the services rendered pursuant to this Agreement constitute a commercial transaction pursuant to Chapter 903a and 904 of the Connecticut General Statutes and waives his right to notice and opportunity to be heard on any prejudgment remedy.

9. **OTHER MATTERS.** The parties to this Agreement further agree that should any subsequent representation be undertaken, and, if for any reason, a separate fee agreement for this subsequent representation is not executed, the terms and conditions of this FEE AGREEMENT shall apply to all subsequent representations.

YOU AND THE LAW FIRM HAVE READ AND AGREE TO THIS AGREEMENT.
THE LAW FIRM HAS ANSWERED ALL OF YOUR QUESTIONS AND FULLY
EXPLAINED THIS AGREEMENT TO YOUR COMPLETE SATISFACTION. YOU
HAVE BEEN GIVEN A COPY OF THIS AGREEMENT.

WILLIAMS, WALSH & O'CONNOR, LLC

CLIENT



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman *GRS*

Date: 9/18/12

Re: Old Bacon Academy Lease Renewal

The Board of Education currently uses Old Bacon Academy for their alternative education program under a recently expired lease with the Bacon Academy Trustees. Board of Education Chairman Ron Goldstein has negotiated a renewal of the lease. The lease is paid for by the Board of Education.

The charter requires a Town Meeting for "Approving the execution by the Town of any lease and/or lease option not otherwise included in the Board of Selectmen's budget, whether as lessor or lessee, which obligates the Town for a period of one year or more or which commits the Town to either make or receive lease payments of \$10,000 per fiscal year or more, and which has not otherwise been included within the Board of Selectmen's budget;":

I discussed this with town counsel, and although this lease is included in the Board of Education budget, her opinion is that it must be approved by a Town meeting as it is not included in the Board of Selectmen budget.

Recommended Motion – "Move to call a Town Meeting for Thursday, October 4th at 7:05PM to discuss and act upon a lease with the Bacon Academy Trustees for Old Bacon Academy."

LEASE

BY THIS LEASE, entered into as of 10/26/07, 2007, BACON ACADEMY BOARD OF TRUSTEES (the "Landlord") hereby leases to the TOWN OF COLCHESTER (the "Tenant"), and Tenant hereby accepts this Lease of the space, as shown on **Exhibit A**, attached hereto and made a part hereof, (the "Premises") located on the first floor of the building located at 84 Main Street, Colchester, Connecticut, also known as, Bacon Academy ("Building"). The Premises are leased to Tenant upon the terms, covenants and conditions set forth in this Lease.

ARTICLE 1. TERM OF LEASE.

1.1 This Lease is for a term of three (3) years (the "Term") commencing August 1, 2007 (the "Commencement Date") and expiring July 31, 2010.

1.2 Tenant will also have an option to extend the lease for any additional two (2) year period, commencing on August 1, 2010 and ending on July 31, 2012 ("Extended Term"). The Extended Term will automatically go into effect unless Tenant gives Landlord written notice of its intent to end the Lease at the expiration of the Term at any time prior to July 31, 2010.

1.3 At any time during the Term or Extended Term, Tenant may terminate the Lease and quit the Premises upon one month's written notice to Landlord. Tenant will not be liable to Landlord for any payments due under this Lease which accrue after Tenant vacates the Premises. In the event Tenant terminates the Lease, any Rent (as hereinafter defined) previously paid by Tenant attributable to periods after Tenant vacates the Premises shall be reimbursed by Landlord to Tenant. Landlord acknowledges that Tenant's ability to rent the Premises is contingent upon Tenant's receipt of sufficient funding for the Alternative Education Program, which Tenant intends to run on the Premises.

ARTICLE 2. RENT.

2.1 Rent during the first year of this lease shall be \$16,600 per annum and shall automatically increase by 5% for each year thereafter of the Term and the Extended Term.

2.2 Rent is payable in biannual installments, on March 1 and September 1, commencing on September 1, 2007.

ARTICLE 3. UTILITIES.

3.1 Landlord shall pay for all utilities used in the Premises, unless otherwise provided, including, but not limited to, water, electricity, oil, gas, and sewage.

3.2 Tenant shall pay for all costs associated with telephone and telecommunications services. Landlord expressly gives Tenant its permission to install telephone and/or telecommunication jacks as necessary.

ARTICLE 4. USE OF PREMISES.

4.1 Tenant intends to use the Premises as a school and to conduct school related business.

4.2 Landlord agrees that it will take all actions necessary to keep the Premises compliant with all state and local building codes applicable to school buildings, including a current Asbestos Management Plan, as required by the Regulations of CT State Agencies, Sections 19a-333-1 through 13, "Asbestos - Containing Materials in Schools" and the Asbestos Hazard Emergency Response Act (AHERA), EPPA regulation 40 C.F.R. Part 763.

ARTICLE 5. MAINTENANCE AND REPAIR.

5.1 It is understood and agreed that Landlord's responsibility is to repair, replace and maintain the entire Premises except for those items set forth in Section 5.2 hereof.

5.2 Tenant shall be responsible for snow and ice removal from the parking lot adjacent to the Building ("Parking Lot"), walkways leading from the Parking Lot to the Building, and any exterior stairways leading to the Building.

5.3 Tenant shall also be responsible for costs associated with repairing any damage caused to the Premises by it, its employees, invitees, agents, or licensees, normal wear and tear excepted.

ARTICLE 6. INSURANCE.

6.1 Tenant shall, at Tenant's expense, obtain and keep in force during the Term a policy of general public liability insurance insuring Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises in the amount of \$1,000,000.00, naming Landlord as additional insured.

6.2 Landlord shall, at Landlord's expense, obtain and keep in force during the Term "all-risk" property insurance on the Building and the property on which it is located.

ARTICLE 7. IMPROVEMENTS.

7.1 Upon the written request of the Tenant, Landlord agrees to improve the Premises, at its sole expense, to bring the Premises into compliance with the Americans with Disabilities Act ("Improvements"). The Improvements may include, but are not limited to, installation of an entrance ramp and a handicap accessible bathroom.

7.2 In the event Landlord does not undertake and complete the Improvements in a timely fashion, in Tenant's sole discretion, Tenant may, upon written notice to Landlord, immediately discontinue the Lease.

ARTICLE 8. TAXES.

8.1 Tenant agrees to pay any local taxes arising from this Lease.

ARTICLE 9. SURRENDER.

9.1 Tenant agrees on the last day of the Term or Extended Term, as the case may be, or on any termination of this Lease, to surrender the Premises broom clean and in the same condition as when received, reasonable wear and tear based upon good maintenance practices, approved alterations and damage by casualty excepted.

ARTICLE 10. PARKING.

10.1 Tenant, its employees, servants, licensees, and invitees have the non-exclusive right to use no more than eight parking spaces in the Parking Lot. Tenant, its employees, servants, licensees, and invitees shall have the right to use handicapped parking spaces in the Parking Lot on an as-needed basis.

ARTICLE 11. ENTRY BY LANDLORD.

11.1 Provided that Landlord does not interfere with Tenant's use of the Premises, Landlord and its employees, agents and contractors reserve the right, at reasonable business hours and at times approved by Tenant, to enter the Premises to show the same to Landlord's guests, licensees and invitees.

11.2 Notwithstanding the foregoing, Landlord, its employees, servants, agents, invitees, and licensees, may enter the Premises for the purpose of using the staircase between the Premises and the second floor of the Building for the purpose of accessing the upper floors of the Building.

11.3 Landlord shall indemnify and hold Tenant harmless from any and all claims, actions, liabilities, losses, expenses and damages (including attorneys' fees of Tenant for its defense) arising from Landlord's, or its guests', employees', servants', licensees' or invitees', entry upon or into the Premises, and not caused by Tenant's gross negligence or willful misconduct.

ARTICLE 12. NOTICES.

12.1 Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered either personally or by deposit into the United States mail, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto.

Landlord:

Bacon Academy Board of Trustees
P.O. Box 67
Colchester, CT 06415
Attention: Diana Giles

Tenant:

Town of Colchester
127 Norwich Avenue
Colchester, CT 06415-1260
Attention: First Selectman

If delivered personally, delivery shall be conclusively deemed effected at such time. If delivered by certified or registered mail, delivery shall be conclusively deemed effected (i) forty-eight (48) hours after said deposit into the mail or (ii) at the time the receipt, if used, is marked, whichever shall first occur.

ARTICLE 13. GENERAL PROVISIONS.

13.1 Any holding over after the expiration of the Term without the express or implied consent of Landlord shall be construed to be a tenancy from month to month only, at the same terms and conditions herein set forth.

13.2 This Lease and all of the covenants and conditions herein contained shall be binding upon and shall inure to the benefit of the assigns and other successors in interest (to the extent permitted hereunder) of each of the parties.

13.3 The titles or captions of the Articles of this Lease are for reference purposes only and have no effect upon the construction or interpretation of any part hereof. The use herein of the singular includes the plural and vice versa, whenever and whatever the context so requires.

13.4 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 by an instrument in writing signed by both parties hereto.

13.5 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.

13.6 If any term(s) or provision(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.

13.7 Tenant shall cooperate with Landlord in every reasonable respect regarding Landlord's securing financing on the Premises including, but not limited to, supplying to Landlord the type of information that Tenant would normally provide to prove its creditworthiness to third parties.

13.8 Conform to OSHA regulation 333-1-0 - Audit

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK].

IN WITNESS WHEREOF, this Lease has been executed on the date first above written.

LANDLORD
BACON ACADEMY
BOARD OF TRUSTEES

By: *Diana M. Giles*
Name: Diana Giles
Its: Chairman

TENANT
TOWN OF COLCHESTER

By: *Stan Soby*
Name: Stan Soby
Its: First Selectman

TOWN OF COLCHESTER



EMPLOYEE HANDBOOK & PERSONNEL POLICIES

DRAFT
LAST REVISION: 07/20/12

employees with regards to this plan shall govern part-time employees as well. Employees that are eligible to participate in the Town's 401(a) Plan are subject to a five (5)-year vesting period, whereby the employee attains twenty percent (20%) rights to the Town's contributions each year to a total of one hundred percent (100%) at the completion of five (5) years of employment with the Town.

All employees hired prior to the adoption of this policy are considered 100% vested.

457 Deferred Compensation Plan

~~Each All full- and part-time employees has have the option of participating in contributing to the Town's Deferred Compensation Plan under Section 457 Plan of the Internal Revenue Code of 1986. after their probationary period concludes. The Town will not make matching contributions to the 457 Plan. An employee, who wishes to participate in this plan, will be given both company representative names to contact with their questions.~~

Life Insurance

All regular, full-time, non-exempt employees who work at least thirty-five (35) hours per week are provided group life insurance in the amount ~~ranging from \$20,000 to of \$50,000, as of July 1, 2000, depending on an employee's classification and bargaining unit status.~~

Full-time, exempt employees are provided group life insurance in the amount of \$60,000.

Part-time employees working at least thirty hours per week, ~~as of July 1, 2000,~~ are provided group life insurance in the amount of ten thousand dollars (\$10,000).

Joint Town/Board of Education employees are provided group life insurance in the amount of their annual base salary.

Longevity Bonus

Employees hired on the date of or after the adoption of this handbook and personnel policy manual are not eligible for longevity bonuses.

Full-time employees of the Town of Colchester, who have completed five (5) years of continuous, full-time employment with the Town, are eligible for the following yearly longevity bonus, determined by the employee's length of continuous full-time service with the Town as of July 1 of each year:

<u>Years of Completed, Continuous, Full-Time Employment</u>	<u>Yearly Amount</u>
6 - 9th year	\$450
10 - 14th year	\$500
15 - 19th year	\$600
20th year and over	\$750

Employees who work no less than 30 hours per week, who have completed five (5) years of continuous full-time employment with the Town are eligible for a longevity bonus on a pro-rated basis.

<u>Years of Completed, Continuous, Full-Time Employment</u>	<u>Yearly Amount</u>
6-9th Year	\$386
10-14th year	\$430
15-19th year	\$515
20th year and over	\$600

Longevity bonuses will be paid in July of each fiscal year to eligible employees.

Any unpaid leave of absence will be deducted from the employee's total continuous years of service for the purpose of determining the employee's eligibility for a longevity bonus.

Performance Incentive

Employees hired on or after the adoption of this handbook and personnel policy manual are eligible for an annual performance bonus.

Employees hired prior to the adoption of this handbook and personnel policy manual must opt out of the longevity bonus program permanently to be eligible for the annual performance bonus.

Eligibility and receipt of performance bonuses is at the discretion of the First Selectman.

Leaves of Absence

Personal Days

Regular, Full-time employees who have completed ~~three (3) months of continuous full-time employment~~ their probationary period with the Town of

Colchester will receive four (4) personal days each year on January 1st of the following year. Employees who work no less than thirty (30) hour per week receive personal days on a prorated basis - 2 personal days each year on January 1st of the **following** year.

New ~~employees~~-**hires** will have personal days prorated as follows:

FULL TIME EMPLOYEES:

<u>Start Date</u>	
January 1 - March 31:	3 Days
April 1 - June 30:	2 Days
July 1 - September 30:	1 Day
October 1 - December 31:	0 Day

PART TIME **(30 hour)** EMPLOYEES:

<u>Start Date</u>	
January 1 - June 30:	1 Day
July 1 - December 31:	0 Day

Employees must use their personal days in the year earned. Under no circumstances will employees be permitted to accumulate personal days from one year to the next. The Town of Colchester does not reimburse, or in any other manner compensate, employees for unused personal leave days upon termination of employment. Employees forfeit all unused personal days at the expiration of each calendar year.

It is the responsibility of the employee to submit a written request to his or her supervisor to take a personal leave day ~~The First Selectman, on recommendation of the employee's supervisor, shall decide whether to grant an employee's request to take a personal leave day. Personal leave is to be used solely for the purpose of conducting personal business, which cannot be transacted outside of work hours (i.e. house closings, court appearances). Such request(s) shall not be unreasonably denied.~~ **and permission to take such a personal leave day is contingent upon the supervisor's approval.**

Sick Leave

Regular full-time employees accrue paid sick leave at the rate of one (1) working day for each month of continuous, full-time employment ~~with the Town of Colchester~~. No sick leave credit shall be earned for partial months of service. Full-time employees may accumulate up to sixty (60) days of paid sick leave, which may be carried over from year to year.

Part-time employees who are regularly scheduled to work a minimum of thirty (30) hours per week accrue paid sick leave ~~on a prorated basis~~ **at a rate of 3.50 days hours a month** for each month of such continuous part-time employment ~~with the Town of Colchester~~ to a cap of **forty (40) hours per year**. No sick leave credit shall be earned for partial months of service. **Part-time employees who are regularly scheduled to work a minimum of thirty (30) hours per week may carry over unused sick time but cannot use more than forty (40) hours in a year.**

In adherence to current State and Federal law, all part-time employees who regularly work less than thirty (30) hours per week and more than 10 hours per week are entitled to earn one (1) hours of paid sick leave for every forty (40) hours worked. Part-time employees may carry over sick leave but cannot use more than forty (40) hours in a year. Such employees must work at least 680 hours before accrued, paid sick leave is available for use. If such an employee has vacated their position or no longer works for the Town of Colchester but returns for work on a consistent basis, any accrued sick time will be eliminated and accrual will re-start upon hiring, but any previous amount of hours worked will be retained.

Any employee who is ~~sick absent~~ for three (3) or more consecutive working days ~~must~~ **may be required to** submit a physician's statement to ~~his/her~~ **their** supervisor documenting the reason for the absence, as well as expected date on which the employee will return to work. The Town of Colchester reserves the right, in its sole discretion, to require a physician's statement in other circumstances, including but not limited to cases of suspected abuse of sick leave benefits. In the event that any employee is unable to report to work, ~~he or she~~ **they** must notify ~~his or her~~ **their** supervisor of that fact prior to the start of the employee's scheduled work day, or as soon as possible thereafter. Eligibility of an employee to receive paid sick leave is ~~contingent upon the employee's compliance with~~ **granted only if the employee meets** the advance notice requirement and the employer's request for production of a physician's statement. **Exceptions are allowed for extenuating circumstances.**

~~For the purpose of bridging the ninety (90) day waiting period for Long Term Disability (LTD) insurance, employees may accumulate up to 30 additional days of sick leave which can also be drawn from in special circumstances involving serious health conditions at the discretion of the First Selectman unless otherwise specified in collective bargaining agreements.~~

Employment Protection for Victims of Domestic Violence

Employees who are victims of domestic violence shall not be terminated, penalized, threatened, or coerced with respect to their employment because the employee: (1) is a victim of family violence; or (2) attends or

participates in civil court proceedings related to a case in which they are a family violence victim. Employees who are victims of family violence shall be allowed to take paid or unpaid leave to: (a) seek medical care or counseling for physical or psychological injury or disability; (b) obtain services from a victim services organization; (c) relocate due to the family violence; or (d) participate in any civil or criminal proceeding related to or resulting from such family violence. The Town can limit the unpaid leave to twelve (12) days in a calendar year if they deem it is necessary.

Bereavement leave

All regular employees are eligible for bereavement leave. In the event of a death in an ~~an full-time~~ employee's immediate family, ~~leave with pay not to exceed three (3) consecutive days,~~ **the employee will receive up to three days bereavement pay,** beginning with the date of death (**or miscarriage**) and ending with ~~and/or the including~~ the day after the funeral or final services. "Immediate family" includes the employee's spouse, **civil union partner**, parent, **step parent**, sibling, child, **step-child**, grandparent, grandchild, mother-in-law, father-in-law or any other relative who is living in the employee's household. **For miscarriages, bereavement leave is available only for the affected woman or spouse.**

~~Additional bereavement leave without pay may be given to a full-time employee at the discretion of the First Selectman, upon recommendation of the employee's supervisor.~~

All full-time employees shall be granted bereavement leave with pay for a maximum of one (1) day to attend the funeral or final services of a brother-in-law, sister-in-law, niece, nephew, uncle, or aunt.

If a death in an employee's family occurs, the employee must notify ~~his or her~~ **their** supervisor as to the anticipated length of the employee's absence as soon as possible. The Town may require the employee to submit reasonable proof of death and/or funeral date.

Military Leave

Military leave will be provided in accordance with ~~the~~ **applicable federal and state** law. Employees must present any available documentation regarding call-up for service at their earliest opportunity in order to provide appropriate notice to the Town.

Jury Duty

The Town of Colchester considers jury duty to be your civic responsibility. You must submit a copy of your official summons to your supervisor as

soon as it is received. In addition, proof of service must be submitted to your supervisor when you have completed serving.

In accord with current Connecticut law, the Town will pay you your regular wages or salary for the first five days of jury duty leave. Thereafter the state currently reimburses at the rate of \$50 per day of service. The Town will pay you the *difference* between your regular base pay and the pay you receive from the court for jury duty. To accomplish this, the Town will continue your regular pay while you are serving, and you will provide copies of your jury duty paychecks to the Town upon receipt.

You will also be paid for court appearances related to Town business; however such appearances must be compulsory for you to be paid, (or you may apply personal time).

Childbirth Leave

~~An employee who becomes pregnant shall notify her supervisor at least four (4) months prior to the employee's expected date of delivery. Such employee shall receive a leave of absence without pay for the reasonable period of physical disability due to childbirth. Except in the case of unusual medical difficulties, as verified by a physician's statement, such leave is expected not to exceed six (6) weeks after delivery. The Town of Colchester will comply with the provisions of the Family and Medical Leave Act when applicable to an eligible employee. The Town's Family and Medical Leave Policy is set forth in this policy manual.~~

Full-time employees may be eligible for pro-rated paid leave of absence for the reasonable period of physical disability due to childbirth. Eligible, full-time employees are expected to use banked paid leave (i.e. vacation, sick, and personal leave) time during their FMLA leave period. If an employee does not have four or more weeks of banked paid leave, the Town will pay the difference of banked leave, up to four weeks of paid maternity leave, commencing from the first day of maternity leave.

Upon return to work, the employee shall be assigned to her former position, if such position is available, or to a position of equivalent pay and benefits. ~~Maternity~~ **Childbirth** leave shall be treated the same as any other short-term disability and, therefore, will be paid to the extent of earned accumulated sick leave. The employee must contact her supervisor at least ~~thirty (30)~~ two (2) weeks prior to the end of such leave stating the employee's intention to return or not return to work.

Newborn Leave

Employees whose spouse or partner has given birth are eligible for up to three days paid leave. This leave shall commence the day of childbirth and continue for two business days thereafter.

Family and Medical Leave

The purpose of this policy is to establish guidelines for leaves taken by employees of the Town of Colchester under the Federal Family and Medical Leave Act (FMLA) ~~of 1993~~ **including any subsequent updates to the law.**

Eligibility:

Employees who have worked for the Town of Colchester for at least twelve (12) months and who have worked at least 1,250 actual hours during the twelve (12) months immediately preceding the start of a leave, are eligible for unpaid leave under the FMLA.

Reasons for Leave:

Leaves under the FMLA may be taken for the following reasons:

1. ~~(a)~~ Birth and/or care of the employee's newborn child;
2. ~~(b)~~ The placement of a child with the employee by adoption or for foster care;
3. ~~(c)~~ To care for the employee's spouse, child or parent who has a serious health condition as defined by the federal Family and Medical Leave Act; or
4. ~~(d)~~ To care for the employee's own serious health condition defined by the federal Family and Medical Leave Act that renders the employee unable to perform the function of his or her position.

Length of Leave

If a leave is requested for one of the above-listed reasons, each eligible employee may take up to a total of twelve (12) weeks unpaid family or medical leave in any 12-month entitlement period, **or 24 weeks within a two year period. Some exceptions do apply to the rule listed in the previous sentence, please consult Human Resources for details.** In appropriate circumstances, the Town may designate an absence as FMLA leave without a request from the employee.

The 12-month entitlement period for a family or medical leave is measured from the initial date of an employee's first leave under this policy.

Military Family Leave Entitlements