

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Agenda
Regular Meeting
Thursday, October 4, 2012
Colchester Town Hall

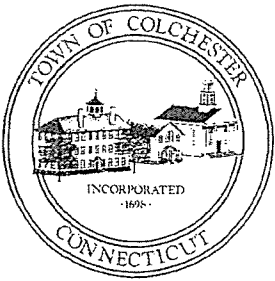
Meeting Room 1 –7:00PM

NANCY A. BRAY
TOWN CLERK

RECEIVED
COLCHESTER, CT
2012 OCT - 1 PM 12:54

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the September 20, 2012 Regular Board of Selectmen meeting
4. Approve Minutes of the September 27, 2012 Special Board of Selectmen meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Parks & Recreation Commission. Jody Barr to resign.
 - b. Conservation Commission. Member re-appointment for a three-year term to expire 10/01/2015. Morris Epstein to be interviewed.
 - c. Economic Development Commission. Member vacancy to be filled for a term to expire 10/31/14. John P. Dion was interviewed on 09/20/12.
 - d. Fair Rent Commission. Member vacancy to be filled for a three-year term to expire 10/01/2015. Valerie McGriff was interviewed on 09/20/12.
 - e. Parks & Recreation Commission. Alternate vacancy to be filled for a three-year term to expire 11/30/2015. David A. O'Brien was interviewed on 09/20/12.
7. Budget Transfers
8. Tax Refunds & Rebates
9. Discussion and Possible Action on CCM Prescription Discount Card Program
10. Discussion and Possible Action on Old Bacon Academy Lease
11. Discussion and Possible Action on Ordinances
 - a. Sunday Alcohol Sales
 - b. Open Space Advisory Board
12. Discussion on Blight Ordinance

13. Discussion and Possible Action on Personnel Policy
 - a. Section II, pages 23 – 26 (3rd Reading)
 - b. Section II, pages 26 – 29 (2nd Reading)
 - c. Section II, pages 29 – 34 (1st Reading)
14. Citizen's Comments
15. First Selectman's Report
16. Liaison Report
17. Executive Session to Discuss Negotiations with Bacon Academy Board of Trustees
18. Executive Session to Discuss Personnel
19. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

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

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

NANCY A. BRY
TOWN CLERK

Nancy A. Bry

RECEIVED
COLCHESTER, CT
2012 SEP 24 AM 10:44

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

MEMBERS ABSENT: Selectman Greg Cordova

OTHERS PRESENT: Derrik Kennedy, Sal Tassone, James Paggioli, Dot Mrowka, Adam Turner, Jay Gigliotti, Ryan Blessing, and other citizens.

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:10 p.m.
2. **Additions to the Agenda**
None.
3. **Approve Minutes of the September 6, 2012 Regular Board of Selectmen meeting**
R. Coyle moved to approve the minutes of the September 6, 2012 Regular Board of Selectmen meeting, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
4. **Citizen's Comments**
None.
5. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
 - a. **Economic Development Commission. Member vacancy to be filled for a term to expire 10/31/14. John P. Dion to be interviewed.**
John Dion was 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.**
Valerie McGriff was 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.**
David O'Brien was interviewed.
 - d. **Conservation Commission. Member re-appointment for a three-year term to expire 10/01/2015. Darrell York to be interviewed.**
R. Coyle moved to re-appoint Darrell York as a member to the Conservation Commission for a three-year term to expire 10/01/2015, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

- 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.**
J. Ford moved to appoint Steven Durel as a member to the Sewer & Water Commission for a three-year term to expire 10/01/2015, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
 - f. **Sewer & Water Commission. Member vacancy to be filled for a three-year term to expire 10/01/2015. Robert Peter to be interviewed.**
Robert Peter was interviewed. S. Soby moved to appoint Robert Peter as a member to the Sewer & Water Commission for a three-year term to expire 10/01/2015, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
6. **Budget Transfers**
None.
 7. **Tax Refunds & Rebates**
J. Ford moved to approve tax refunds in the amount of \$444.09 to Desmond Auto Sales, \$52.99 to Philip & Denise Parent, \$26.20 to Sheryl Vayo, \$22.47 to Charles Venti, \$28.80 to Brian McGinnis, \$236.45 to John & Susan Ferraro, \$194.98 to Oliver & Charlene Ford, \$10.08 to Earlene White, \$15.55 to Stephen Miner, \$23.91 to Mary Stackpole or Joseph Lepak Jr., \$47.81 to Joan Esposito & Patrick Roach, \$160.01 to Theresa Hendricksen, \$38.02 to Reliable Oil LLC, \$22.75 to Robert Falbowski/Colchester Florist, \$18.72 to Frederick Morley, \$29.37 to Scott Bailey, \$520.99 to Ralph Beckers, \$21.88 to Edward Delaney Jr., \$44.64 to Carissa Swanson, \$73.42 to Edgar Schuebeler Jr., \$16.41 to Roberta Avery, \$17.28 to Christopher Ciochini, \$134.21 to Lynn Norville, \$79.79 to Thomas & Donna McKenney, \$314.79 to Michael Rodriguez, \$211.76 to Pamela Bartol, \$20.45 to Annette Eifler, \$38.02 to Jeffrey & Donna Cinciripino, \$16.71 to Christopher Mylly, \$30.53 to Mark Love, \$83.23 to Emkey Inc. Trust, \$46.37 to March or Eric Furphy, \$19.67 to Slawomir Cholodecki, \$63.94 to Valerie Aybar, \$7.20 to Michael Gagnon, \$55.30 to James Thompson, \$380.32 to John & Debra Andrysiak, \$26.78 to Laura Fish Kelly, \$5.47 to Denise and Joseph Mizla, and \$74.60 to Scott Raczewski; seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
 8. **Discussion and Possible Action on Release of Subdivision Bond**
S. Soby moved to release the "Forest at Colchester" subdivision bond – Bond Safeguard Insurance Co. Surety Bond No. 5026099 in the amount of \$730,438.00, as recommended by the Town Engineer, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
 9. **Discussion and Possible Action on East River Energy Unleaded Gasoline Contract**
R. Coyle moved to approve the contract with East River Energy for the purchase of unleaded gasoline for the contract period of September 7, 2012 through June 30, 2013 and authorize the First Selectman to sign all documents, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
 10. **Discussion and Possible Action on Photocopier Lease Agreement**
J. Ford moved to approve the photocopier lease agreement with IKon and authorize the First Selectman to sign all documents, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
 11. **Discussion and Possible Action on Main Street Investment Grant**
A. Turner and J. Gigliotti presented the project to the board. Discussion on concerns of the Historic District Commission. S. Soby moved 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 authorize the First Selectman to sign any and all documents, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

12. Discussion and Possible Action on Engagement Agreement with Williams, Walsh, and O'Connor

J. Ford moved to approve the engagement agreement with Williams, Walsh, and O'Connor, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

13. Discussion and Possible Action on Old Bacon Academy Lease

No action taken.

14. Discussion and Possible Action on Personnel Policy

- a. Section II, pages 23 – 26 (2nd Reading)
- b. Section II, pages 26 – 29 (1st Reading)

The Board made recommended edits. No action taken.

15. Citizen's Comments

None.

16. First Selectman's Report

First Selectman G. Schuster reported that the 8th Annual 57 Fest is this Saturday at the RecPlex. Fireworks will be at 8:00pm. LifeStar will be landing around 4:00pm and there will be a volunteer booth for any residents that have questions regarding volunteer opportunities for Town board and commissions.

17. Liaison Report

J. Ford reported that the Conservation Commission received applications for minor activities and a raceway modification was approved for the Norton Mill to allow for cleaning of the site.

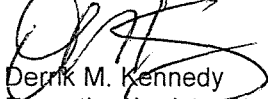
R. Coyle reported that the Fire Department has received all bids for the hydraulic tools RFP. They received four bids, are in the process of reviewing them, and will invite the bidders to demonstrate their equipment and for the department to inspect them. Rescue 128, which has been out-of-service for quite some time, is back on-line. The department is in preliminary discussions about modifying the fuel compensation point system.

S. Soby reported that the Planning & Zoning Commission approved the use of a mobile home set-up due to misplacement by fire and other projects were tabled due to ongoing staff research. Selectman Soby further reported that the Agriculture Commission had a very productive meeting whereby emergency training with the local CERT team is being scheduled with regards to animal management.

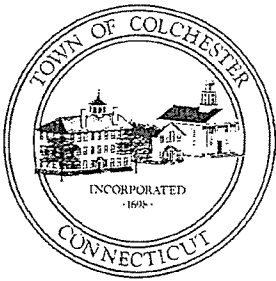
18. Adjourn

J. Ford moved to adjourn at 8:35 p.m., seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derek M. Kennedy
Executive Assistant to the First Selectman



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Minutes
Special Meeting
Thursday, September 27, 2012
Colchester Town Hall

Suite 201 –10:00 AM

NANCY A. BRAY
TOWN CLERK

Nancy A. Bray

2012 SEP 27 AM 10:09

RECEIVED
COLCHESTER, CT

MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman James Ford (via phone), and Selectman Rosemary Coyle (via phone)

MEMBERS ABSENT: Selectman Greg Cordova, Selectman Stan Soby

OTHERS PRESENT: Derrick Kennedy and Adam Turner.

1. **Call to Order**

First Selectman G. Schuster called the meeting to order at 10:00a.m.

2. **Discussion and Possible Action on Main Street Investment Grant**

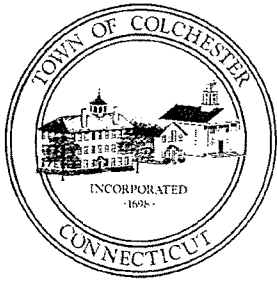
J. Ford moved the resolution approving authority to submit the funding application for the Linwood Avenue Streetscape Improvement Project under the Main Street Investment Fund Program referenced in Section 78 and 79 of PA 11-1 has been granted and that the First Selectman is authorized to sign the Main Street Investment Fund application and administer the grant and project, seconded by R. Coyle. Discussion on process of submission. Unanimously approved. MOTION CARRIED.

3. **Adjourn**

R. Coyle moved to adjourn at 10:02a.m., seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Derrick M. Kennedy
Executive Assistant to the First Selectman



Town of Colchester, Connecticut


127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman 

Date: 10/04/12

Re: CCM Discount Prescription Card

As a member of CCM, Colchester can offer residents a free prescription discount card that provides average savings of 45% off the retail price of prescription medication.

Here are some key highlights of the program:

- No cost to Colchester, no cost to taxpayers. The discounts are negotiated directly with participating pharmacies.
- Valuable discounts for all family members and no limits on use.
- Average savings of 45% and even some pet prescriptions are covered for medications that also treat a human condition.
- Residents obtain their card, either electronically or printed, and can use it immediately at any participating pharmacy. The discount cards are widely accepted at all national chain pharmacies and most local independent pharmacies.
- Discounts on hearing tests/aids, Lasik eye surgery, and some animal prescriptions.
- Program marketing materials are provided at no cost to Colchester.

The program is administered by ProAct, Inc. (dba ProAct Pharmacy Services, Inc. in CT), an experienced discount card provider, who negotiates discount rates directly with participating pharmacies. This program is endorsed by the Connecticut Conference of Municipalities.

The Discount Card is branded for Colchester. Once the agreement is approved and signed, a mailing goes out to all Colchester residents in about 3 -5 weeks. In that time, CCM will also supply Colchester with posters and display materials and a press release. Local pharmacies will also be contacted in that time period.

Recommended Motion:

"Move to approve the discount prescription card program with the Connecticut Conference of Municipalities and authorize the First Selectman to sign all necessary documents."



President: Ryan J. Bingham, Mayor of Torrington • **First Vice President:** William A. Finch, Mayor of Bridgeport • **Second Vice President:** Matthew B. Galligan, Town Manager of South Windsor • **Treasurer:** Mark D. Boughton, Mayor of Danbury • **Secretary:** Susan S. Bransfield, First Selectwoman of Portland

Directors: Alan H. Bergren, City Manager of Norwich; Robert J. Chatfield, Mayor of Prospect; Robert M. Congdon, First Selectman of Preston; John A. Elsesser, Town Manager of Coventry; Paul M. Formica, First Selectman of East Lyme; Barbara R. Gilbert, Town Manager of Rocky Hill; Barbara M. Henry, First Selectman of Roxbury; Scott D. Jackson, Mayor of Hamden; Cynthia Mangini, Councilmember of Enfield; Rudolph P. Marconi, First Selectman of Ridgefield; Denise E. Menard, First Selectman of East Windsor; Richard A. Moccia, Mayor of Norwalk; Joyce R. Okonuk, First Selectman of Lebanon; Leo Paul, Jr., First Selectman of Litchfield; Lisa Pellegrini, First Selectman of Somers; Michael S. Rohde, Mayor of Meriden; Pedro E. Segarra, Mayor of Hartford; R. Scott Slika, Mayor of West Hartford; Mark B. Walter, First Selectman of East Haddam; Arthur J. Ward, Mayor of Bristol; Steven R. Werbner, Town Manager of Tolland

Past Presidents: Mary A. Glassman, First Selectman of Simsbury; Elizabeth C. Paterson, Mayor of Mansfield; Herbert C. Rosenthal, Former First Selectman of Newtown; John DeStefano, Jr., Mayor of New Haven; Stephen T. Cassano, Selectman of Manchester

Executive Director and CEO: James J. Finley, Jr.

August 2012

Hon. Gregg B. Schuster
First Selectman of Colchester
127 Norwich Avenue
Colchester, CT 06415

Dear First Selectman Schuster:

As a municipal official, you know that many of your residents face the challenge of paying for the high cost of prescriptions.

Now it is possible for your municipality to offer prescription savings to your constituents who are without health insurance or a traditional pharmacy benefit plan, or have prescriptions not covered by insurance. **How? With the new CCM Prescription Discount Card Program.**

As a member of CCM, you can provide a **direct and exclusive benefit to your residents** through the CCM Prescription Discount Card Program. This **FREE prescription discount card** provides an **average savings of 45%** off the retail price of prescriptions, plus the additional benefits of Vision, LASIK and Hearing Services discounts. All of these services are at no cost to you or to your residents.

Each discount prescription card is branded for your town/city with your town/city seal and mailed out to every resident.

- One card works for the entire family.
- There are no age or income requirements and there are no registration or claim forms, nor is a membership fee required.
- Even pet medications are covered (prescriptions must be filled at a regular retail pharmacy.)

The CCM Prescription Discount Card Program offers real value, easy access, a large national pharmacy network (local pharmacies can also participate) and excellent customer service.

Please see the attached brochure for more information. Contact Gina Calabro of CCM at 203-498-3041 or gcalabro@ccm-ct.org for details and how to enroll for this **FREE** service for CCM-member municipalities only.

Regards,

Jim Finley
Executive Director and CEO

Enclosure

CCM PRESCRIPTION DISCOUNT CARD PROGRAM

FREE

to your municipality and your constituents

As a municipal official, you know that many of your residents face the challenge of high cost prescriptions. Now it is possible for your municipality to offer prescription savings to your residents who are without health insurance or a traditional pharmacy benefit plan, or have prescriptions not covered by insurance with the CCM Prescription Discount Card Program.

As a member of CCM you can offer your residents a FREE prescription discount card that provides average savings of 24% off the retail price of prescription medication, at no cost to your municipality.

The CCM Discount Card program offers real value, easy access, a large national pharmacy network and excellent customer support.



THE VOICE OF LOCAL GOVERNMENT™

Key Highlights

It's FREE

- No cost to the town/city, no cost to taxpayers. The discounts are negotiated directly with participating pharmacies.

Valuable discounts for all family members and no limits on use

- Average savings of 24% and even some pet prescriptions are covered for medications that also treat a human condition.

Generates goodwill

- Municipal officials are able to generate some positive media publicity.

Easy access

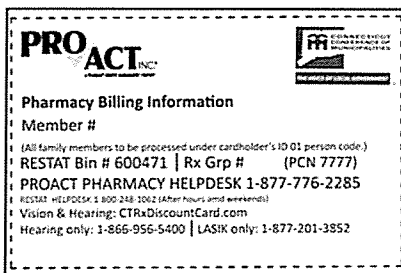
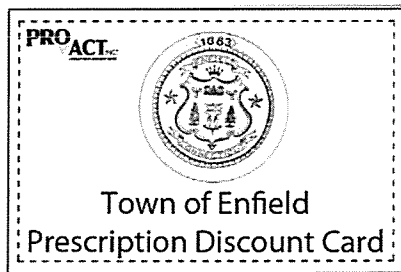
- Residents obtain their card, either electronically or printed, and can use it immediately at any participating pharmacy. The discount cards are widely accepted at all national chain pharmacies and most local independent pharmacies.

It's simple

- Program start-up is easy and municipal promotion and administration is simple.
- Program marketing materials are provided at no cost to the town/city offices.

The program is administered by ProAct, Inc, an experienced discount card provider, who negotiates discount rates directly with participating pharmacies.

Sample Card



Sample Poster

FREQUENTLY ASKED QUESTIONS

How much will residents save by using the discount card?

- While savings on each prescription may vary, the CCM Prescription Discount Card Program is administered by ProAct, Inc., a pharmacy benefit management company, and saves an average of 24% off of the pharmacy's regular retail prices. Savings are also available on Vision, Lasik, and Hearing services.

What if a pharmacy's price on particular prescription drugs is lower than discount card price?

- The program uses a "lower-of" pricing schedule so that residents are never disadvantaged by using the discount card. On occasion, a participating pharmacy may have a lower price on particular prescription drugs. If that occurs, residents will always pay the lowest price.

Who pays the cost of the discount?

- Pharmacies in the national discount network agree to absorb the cost of the discount. The benefit to the pharmacy of participating in the program is that it creates customer loyalty and increases store traffic.

Does CCM or ProAct, Inc. share the personal information of residents using the discount card?

- ProAct, Inc. does not give or share personally identifiable health information to manufacturers or direct marketers. ProAct, Inc. is fully compliant with all federal and state privacy and security regulations pertaining to the protection of protected health information and has a robust compliance program which monitors and enforces policy compliance. CCM neither receives nor shares personal information of residents.

Can the discount card be used with other prescription insurance benefits?

- No. This card is intended to be used if resident doesn't have insurance or if something is not covered by their current program. It can't be used to discount prescription co-payments or deductible charges.

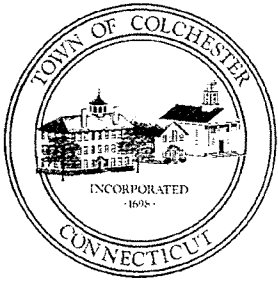
Other details?

- One card works for the entire family.
- The Discount Prescription Cards are ready for use and will be pre-activated. No pre-registration or membership fee is required.
- The Discount Prescription Cards also allow for a 90-day supply at Health Direct Pharmacy Services through the mail. A toll-free number is provided for residents to order.

Towns Completed/Mailing Sent 9/21
Coventry
Durham
East Windsor
Old Saybrook
Simsbury

Towns/Cities in Process
Beacon Falls
Danbury
Griswold
Killingworth
Lyme
Norfolk
Scotland
Tolland
Winchester

Towns/Cities who requested the enrollment agreement
Ashford
Avon
Bloomfield
Burlington
Canton
Clinton
Colchester
Columbia
East Hampton
East Hartford
Essex
Farmington
Goshen
Guilford
Harwinton
Hebron
Lebanon
Middletown
Monroe
New Haven
Norwalk
Old Lyme
Plainville
Preston
Redding
Ridgefield
Rocky Hill
Roxbury
Seymour
Sprague
Stafford
Stonington
Thomaston
Washington
Westbrook
Wethersfield
Wilton



Town of Colchester, Connecticut


127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman 

Date: 10/01/12

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 18th at 7:05PM to discuss and act upon a lease with the Bacon Academy Trustees for Old Bacon Academy, and have materials available at the Town Clerk's Office"

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

RENEWAL OF LEASE AGREEMENT

Reference is hereby made to that certain lease agreement between BACON ACADEMY BOARD OF TRUSTEES as Landlord and THE TOWN OF COLCHESTER as Tenant, signed as of October 26, 2007, and pertaining certain premises located on the first floor of the building at **84 MAIN STREET** in the Town of Colchester, State of Connecticut (the "Lease"). Capitalized terms used herein carry the same definitions as set forth in the Lease.

WHEREAS, the term of the Lease, as extended, terminated on July 31, 2012; and

WHEREAS, Tenant and Landlord wish to renew said Lease and to extend its term through June 30, 2015, with an option to extend said Lease through June 30, 2017;

NOW THEREFORE, Landlord and Tenant hereby agree as follows:

1. The renewed term of the Lease shall commence immediately upon execution of this Agreement by all parties, and shall terminate on June 30, 2015 (the "Renewal Term").
2. Throughout the Renewal Term, all terms, covenants and conditions as contained in the Lease shall remain in full force and effect, WITH THE EXCEPTION of the following:

a. Rent

- i. For the period from July 1, 2012 through June 30, 2013, the rental rate shall be **\$21,186.27** per annum;
- ii. For the period from July 1, 2013 through June 30, 2014, the rental rate shall be **\$22,245.58** per annum;
- iii. For the period from July 1, 2014 through June 30, 2015, the rental rate shall be **\$23,357.86** per annum;

b. Option to Extend

Landlord and Tenant hereby agree to delete Paragraph 1.2 of the Lease and to insert in its place and stead the following NEW PARAGRAPH 1.2

1.2 Tenant will also have an option to extend the lease for any additional two (2) year period, commencing on July 1, 2015 and ending on June 30, 2017 (the "Second Extended Term"). The Second 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 Renewal Term at any time prior to June 30, 2015. In the event this Lease is so extended, the rental rate shall be as follows:

- i. For the period from July 1, 2015 through June 30, 2016, the rental rate shall be **\$24,525.75** per annum;
- ii. For the period from July 1, 2016 through June 30, 2017, the rental rate shall be **\$25,752.04** per annum.

--- signature page follows ---

IN WITNESS WHEREOF the parties hereto set their signature below as of the date indicated.

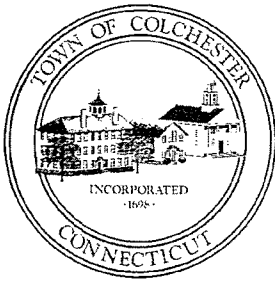
WITNESSES

**LANDLORD
BACON ACADEMY BOARD OF TRUSTEES**

By: Diana Giles Date
Chairman, duly authorized

**TENANT
TOWN OF COLCHESTER**

By: Date
, duly authorized



Town of Colchester, Connecticut


127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From: Gregg Schuster, First Selectman 

Date: 10/01/12

Re: Ordinance Updates

Over the summer, I brought to the Board's attention several ordinances that need to be updated, revised, or have been requested for consideration before going to Town Meeting for approval. Those include updating the Open Space Advisory Committee's membership, revision to the Sunday Alcohol Sales ordinance due to state legislation, a revision to the Code for failing to get a permit for planning and building activities, and the possible adoption of a Youth Curfew ordinance.

While the Curfew Ordinance is still under consideration and may need additional discussion, the attorneys are still working on the planning and code administration permit fee penalty language. I would like to move the Open Space Advisory Committee revision and Sunday Alcohol sales ordinances to Town Meeting for approval. Our attorney found no issue regarding our proposed revisions to the Open Space Committee revision, but had the following comments about the Sunday Alcohol Sales revision:

"This ordinance is fine as written. We do, however, want to make sure that the Town is aware that the proposed change will expand not only the days on which liquor stores can sell alcohol, but also the Sunday hours in which that restaurants and bars can serve alcohol. This is because, in the past, state law with regard to restaurant and bar permittees was less restrictive than the Town's liquor ordinance.

Currently, the Town liquor ordinance reads as follows: "The sale of alcoholic liquor shall be permitted in the Town of Colchester on Sundays from 12:00 noon until 9:00 p.m." The ordinance was last updated in 2010, when the state prohibited Sunday alcohol sales by liquor stores, but permitted alcohol sales by restaurants and bars from 11 a.m. on

Sunday through 1 a.m. on Monday (C.G.S. 30-91). Thus, the practical effect of the Town ordinance was more restrictive than state statute.

The hours restrictions for restaurants and bars under C.G.S. 30-91 remains unchanged. As a consequence, if the Town passes an ordinance that simply states alcohol sales are permitted on Sundays "in accordance with state statute," such an ordinance would not only expand the hours that liquor stores are permitted to sell alcohol, but also restaurants and bars."

Proposed Ordinance Revisions

§ 7-1. Sale on Sunday permitted.

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

Open Space Advisory Committee

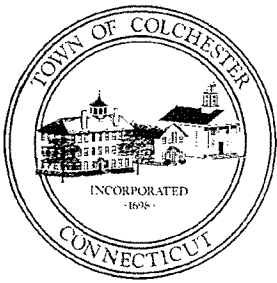
As previously discussed, the current makeup of the committee does not conform to what is allowable by our charter. Based on a previous board meeting, the following changes are proposed:

§ 18-53. Establishment; membership.

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

Recommended Action

"Motion to approve the revisions to the Open Space Advisory Committee and Sunday Alcohol Sales ordinances and add them to a Town Meeting agenda to be held on October 18 at 7:05 P.M. at Town Hall for approval, with all materials for review in the Town Clerk's Office."



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman 

Date: 10/1/12

Re: Potential Blight Ordinance

As I had brought up at a previous meeting, I have been consistently asked by residents about enacting a blight ordinance. A blight ordinance can come in many forms and levels of complexity. I have attached several examples.

The board should discuss if we want to entertain pursuing this matter and if so, what we would like an ordinance to contain.

Prior to making any decision, we can ask for community input in several ways. We can take an informal survey, hold a public hearing, and ask other boards (land use, Police Commission) for their opinion on the matter.

TOWN OF COLCHESTER



EMPLOYEE HANDBOOK & PERSONNEL POLICIES

DRAFT
LAST REVISION: 09/26/12

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.

Other life insurance amounts than the amounts listed here may be dictated by union contract.

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
15-1 9th 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.

Other longevity rules and rates may be dictated by union contract.

Performance Incentive

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

Non-union 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 and with the approval of the Board of Selectmen.

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:

Start Date

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:

Start Date

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) hour 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 **and only after 40 hours of accrued sick time has been used in a calendar year. 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. Eligible employees are expected to withhold using banked paid leave within the year of expected childbirth for such use. If an eligible employee exhausts their banked paid leave prior to taking FMLA leave for childbirth, the Town will not be responsible for paying the employee the full four-week benefit.

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

Eligible employees with a spouse, son, daughter, or parent on active duty or call to-active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave to address certain qualifying events. Qualifying events may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12)-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty while on active duty that may render the service member medically unfit to perform their duties, for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Types of FMLA Leave and Conditions:

Full-time unpaid leave may be taken for any of the reasons permitted by the FMLA. Full-time leave excuses the employee from work for a period of time.

Intermittent leave means leave taken in separate periods of time, rather than for one continuous period of time. Examples of intermittent leave include leave taken one day per week over a period of a few months, or leave taken on an occasional / as-needed basis for medical appointments.

Reduced schedule leave is leave that reduces the employee's usual number of work hours per day for some period of time. For example, an employee may request half-time work for a number of weeks so the employee can assist in the care of a seriously ill parent.

An employee may take full-time, intermittent or reduced schedule leave whenever it is medically necessary for a serious health condition of the eligible employee, his or her spouse, child or parent. Intermittent leave or reduced schedule leave for other reasons will be permitted only with the approval of the First Selectman.

If intermittent or reduced schedule leave is medically necessary, the First Selectman may, in his/her sole discretion, temporarily transfer the employee to another job with equivalent pay and benefits that better accommodates the type of leave requested.

Both Spouses Working for the Same Employer:

If both spouses are employees of the Town of Colchester and request leave for the birth, placement of a child by adoption or for foster care, or to care for a seriously ill parent, they will be entitled to a maximum combined total leave equal to twelve (12) weeks in any 12-month entitlement period. ~~If either spouse (or both) uses a portion of the total 12-week entitlement for one of the purposes in the preceding sentence, each is entitled to the difference between the amount he or she has taken individually and the 12 weeks for FMLA leave for their own or their spouse's serious health condition in the 12-month entitlement periods.~~

Requests for Leave

Requests for FMLA leaves must be submitted to the ~~Payroll Department~~ **Human Resources Office** at least thirty (30) days before the leave is to commence, if possible. If thirty-(30) days' notice is not possible, please submit your request as soon as practicable under the circumstances.

For leaves taken because of the employee's or a family member's serious health condition, the employee must submit a completed "Physician or Practitioner Certification" form before the leave begins if possible. This form may be obtained from the ~~Payroll Department~~ **Human Resources Office**. If such advance certification is not possible, the employee must provide the medical certification within fifteen (15) calendar days of the employer's request for the medical certification.

If an employee takes leave to care for their own serious health condition, immediately upon return to work, the employee must provide medical certification that the employee is able to perform the functions of the job. This certification must be submitted to the ~~Payroll Department~~ **Human Resources Office**.

Use of Unpaid Leave:

The Town will require employees to use their paid time-off concurrently with FMLA leave and before they are listed as unpaid FMLA. An employee may request to keep one week of vacation leave and one week of sick leave unused if they desire. The amount of unpaid family or medical leave entitlement is reduced by the amount of paid leave that is substituted.

Medical Insurance and Other Benefits during leaves

During approved ~~family and medical~~ leaves of absence, the Town of Colchester will continue to pay its portion of health and dental insurance premiums, and the employee must continue to pay ~~his/her~~ their share of the premium. Failure of the employee to pay ~~his/her~~ their share of the health insurance premium may result in loss of coverage. ~~If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the Town of Colchester for payment of health insurance premiums during the family and medical leave, unless the employee does not return because of "a serious health condition that prevents the employee from performing his/her job or other circumstances beyond the control of the employee.~~

During unpaid leave, the employee shall not accrue longevity, seniority, ~~pension~~ retirement benefits, sick leave, vacation leave or personal days. However, unused employment benefits accrued by the employee up to the day on which the leave begins will not be lost upon return to work. Leave taken under this policy does not constitute an absence under the Town of Colchester's attendance policy.

Reinstatement:

Except for circumstances unrelated to the taking of family or medical leave, an employee who returns to work following the expiration of a family or medical leave is entitled to return to the job held prior to the leave or to an equivalent position with equivalent pay and benefits.

Questions regarding this policy or applicable state or federal laws should be directed to the Human Resources Office.

Leave of Absence Without Pay:

A leave of absence without pay or other Town-provided benefits, not to exceed six (6) months in duration, may be granted for good cause to any employee at the discretion of the Board of Selectmen. A written request for an unpaid leave of absence must be submitted by the employee to his or her supervisor who will

direct such request to the Board of Selectmen for their consideration. Such requests must be submitted at least sixty (60) days in advance, except in emergencies. The Board of Selectmen shall have sole and complete discretion over the decision to grant or deny an employee's written request for an unpaid leave of absence.

Worker's Compensation

Should you become ill or injured as a result of your job, you may be eligible for Worker's Compensation benefits. Any work related illness, injury, or accident (no matter how minor) must be reported immediately to your supervisor. Failing to immediately report an injury, accident, or illness may result in a delay or a rejection of worker's compensation benefits. Both you and your supervisor will be asked to complete an Accident Report Form. You will be directed to a local occupational healthcare provider to provide initial medical treatment and assessment for work related illness and injury. Questions regarding Worker's Compensation benefits should be directed to Human Resources. Employees will only receive the state-approved amount of Workers' Compensation pay after three (3) days out of work, if the claim is approved.

Return To Work Policy (ADDED FROM CURRENT POLICY)

RESPONSIBILITY

~~The term "loss exposure", as applied to the workplace, is defined as the potential for accidents which result in illness or injury. Every employee of the Town of Colchester has a responsibility to minimize loss exposure as a factor in the work place by participating in quality improvement programs and strictly observing safety and standard operating policies and procedures.~~

POLICY

Employees of the Town of Colchester who are, or could be, on leave of absence from their duties as a result of a work related illness or injury or non-work related injury may be eligible for the Return-to-Work Program. ~~The medical care provider must certify that the employee may return to work with restrictions on physical requirements of the job in question, and those restrictions are not expected to last for more than 60 days.~~ **Upon written certification, an employee may return to work with physical restrictions, and those restrictions are not expected to last for more than 60 days.**

~~A restriction identifies a physical condition, which prevents an employee from performing the full scope of their job duties as outlined in their job description or as performed historically. There are two types of restrictions: temporary and permanent. Temporary restrictions are defined as those limitations placed on an injured employee by a physician which are of a relatively short duration (i.e., the employee is expected to fully recover and return to normal working conditions).~~

~~Permanent restrictions are defined as those limitations placed on an employee by a physician which are expected to be long term or from which recovery is not expected and which prevent the employee from performing the essential functions of the employee's position. Those employees who fall in this category are not eligible for participation in the Return-to-Work Program. They may elect to seek alternative employment, or file for a "reasonable accommodation" under the Americans with Disabilities Act.~~

~~When an employee is approved for participation in the Return-to-Work Program, primary consideration will be given to job placement within the employee's department and normal job duties. A secondary consideration will be alternative placement into another department or another assignment, which is within the same bargaining unit. A critical consideration is to place the injured employee in a position to perform productive work that is both useful to the Town of Colchester and achievable within the limits of the restrictions placed on the employee.~~

~~An employee participating in the Return-to-Work Program is subject to all rules, regulations, standards, policies and procedures of the Town of Colchester. The terms and conditions contained in this policy do not supersede the terms and conditions in any collective bargaining agreement entered into by the Town. If any provision of this policy is in conflict with any federal and/or state law, such legal provisions shall prevail. The Town shall honor the confidentiality rights of the employee, as set forth in applicable law.~~

~~Each situation will stand on its own merits. An Employee Return-to-Work Form, completed by a physician, noting an employee's restrictions, will be evaluated by department supervisor to determine whether or not an employee is able to return to their assigned position. The department supervisor will then forward their recommendation with appropriate documentation to the injured employee's department head for final determination.~~

If an employee is approved for the Return-to-Work Program, they shall be provided tasks which fall within the physical restrictions identified by the treating physician. In no case will an employee authorized to participate in the Return-to-Work Program be placed in an area that will pose a health or safety risk to the Town of Colchester, other staff, or themselves.

IV. GENERAL GUIDELINES