

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

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

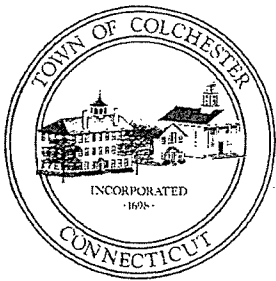
Meeting Room 1 – 7:00PM

NANCY A. BRAY
TOWN CLERK

RECEIVED
COLCHESTER, CT
2012 DEC 18 AM 9:21

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the December 6, 2012 Regular Board of Selectmen meeting
4. Approve Minutes of the December 12, 2012 Special Tri-Board meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Police Commission. Resignation of Commissioner Steven Petty.
 - b. Economic Development Commission. Member re-appointment for a five-year term to expire 12/01/2017. Paul Catalano to be interviewed.
 - c. Parks & Recreation Commission. Member re-appointment for a three-year term to expire 11/01/2015. Lynne Stephenson to be interviewed.
 - d. Zoning Board of Appeals. Member re-appointment for a five-year term to expire 12/01/2017. Laurie Robinson to be interviewed.
 - e. Ethics Commission. Member appointment for a three-year term to expire 11/01/2015. Stephen Kane was interviewed on 12/06/12.
 - f. Board or Commission Vacancy. Jeffrey Collins to be interviewed.
7. Budget Transfers
8. Tax Refunds & Rebates
9. Presentation by Building Committee
10. Discussion and Possible Action on Tax Collection Information
11. Discussion and Possible Action on Amendment to 401(a)/457 Plan Document - Loans
12. Discussion and Possible Action on SCCOG Hazard Mitigation Plan

13. Discussion and Possible Action on Memorandum of Agreement Package for the FFY 2011 Homeland Security Grant Program
 14. Discussion and Possible Action on Parks & Recreation Program Position Change
 15. Discussion and Possible Action on Energy Performance Project and Contract
 16. Discussion and Possible Action on Administrators Union Job Descriptions
 17. Discussion and Possible Action on Personnel Policy
 - a. Section V, pages 40 – 44 (2nd Reading)
 18. Citizen's Comments
 19. First Selectman's Report
 20. Liaison Report
 21. Executive Session to Discuss Town Hall Security
 22. Adjourn
-



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Board of Selectmen Agenda
Regular Meeting
Thursday, December 6, 2012
Colchester Town Hall**

Meeting Room 1 – 7:00PM

RECEIVED
COLCHESTER, CT
2012 DEC -7 PM 1:16
NANCY A. BRAY
TOWN CLERK
Nancy A. Bray

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

MEMBERS ABSENT:

OTHERS PRESENT: Derrik Kennedy, Maggie Cosgrove, James Paggioli, Dot Mrowka, Tricia Coblentz, Adam Turner, Sal Tassone, Jay Gigliotti, Nancy Bray, Don Lee, Paul Guidice, Ryan Blessing, and other citizens.

1. **Call to Order**

First Selectman G. Schuster called the meeting to order at 7:00 p.m.

2. **Additions to the Agenda**

J. Ford moved to delete from the agenda item #5i, "Zoning Board of Appeals. Member re-appointment for a five-year term to expire 12/01/2017. Patrick Reading to be interviewed," and add to the agenda item #13, "Discussion and Possible Action on Reimbursement Services Agreement - Section 125 Plan," and renumber accordingly; seconded by S. Soby. Unanimously approved. MOTION CARRIED.

3. **Approve Minutes of the November 15, 2012 Regular Board of Selectmen meeting**

R. Coyle moved to approve the minutes of the November 15, 2012 Regular Board of Selectmen meeting, seconded by G. Cordova. S. Soby abstained. All other Selectmen approved. MOTION CARRIED.

4. **Citizen's Comments**

A. Letendre commented on Armory Property (letter attached)

5. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**

a. **Ethics Commission. Member appointment for a three-year term to expire 11/01/2015. Nicholas Constant was interviewed on 11/15/12.**
No action taken.

b. **Ethics Commission. Member appointment for a three-year term to expire 11/01/2015.**
Stephen Kane was interviewed.

c. **Board or Commission Vacancy. Jeffrey Collins to be interviewed.**
Mr. Collins was not present.

d. **Ethics Commission. Member appointment for a three-year term to expire 11/01/2015. Kristin Moody was interviewed on 10/18/2012.**
No action taken.

e. **Parks & Recreation Commission. Member re-appointment for a three-year term to expire 11/01/2015. Lynne Stephenson to be interviewed.**
Ms. Stephenson was not present.

- f. **Commission on Aging. Member re-appointment for a three-year term to expire on 12/01/2015. Jean Stawicki to be interviewed.**
R. Coyle moved to re-appoint Jean Stawicki to the Commission on Aging for a three-year term to expire 12/01/2015, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
 - g. **Economic Development Commission. Member re-appointment for a five-year term to expire 12/01/2017. Paul Catalano to be interviewed.**
Mr. Catalano was not present.
 - h. **Zoning Board of Appeals. Member re-appointment for a five-year term to expire 12/01/2017. Laurie Robinson to be interviewed.**
Ms. Robinson was not present.
 - i. **Planning & Zoning Commission. Member re-appointment for a three-year term to expire 12/01/2015. Stacey Brown to be interviewed.**
J. Ford moved to re-appoint Stacey Brown to the Planning & Zoning Commission for a three-year term to expire 12/01/2015, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
 - j. **Planning & Zoning Commission. Member re-appointment for a three-year term to expire 12/01/2015. John Novak to be interviewed.**
S. Soby moved to re-appoint John Novak to the Planning & Zoning Commission for a three-year term to expire 12/01/2015, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
6. **Budget Transfers**
G. Cordova moved to approve the budget transfers as presented (attached), seconded by J. Ford. Unanimously approved. MOTION CARRIED.
7. **Tax Refunds & Rebates**
S. Soby moved to approve tax refunds in the amount of 6.05 to Charles Peterson, \$14.30 Sandra A. Reed, \$34.60 to Joel Pelletier, \$15.85 to David Soares, \$26.50 to Vincent Savalle, \$6.05 to Clarence or Geraldine Transue, \$50.00 to Richard Lagrega, \$400.68 EAN Holdings, and \$161.31 to Toyota Financial Services; seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
8. **Discussion and Possible Action on Acceptance of Conservation Easement**
A. Turner and J. Gigliotti presented to the Board. S. Soby moved to accept the 10.65 acre conservation easement located on the Tractor Supply Company development site and authorize the First Selectman to sign all necessary documents, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
9. **Discussion and Possible Action on Reduction of Subdivision Bond**
S. Soby moved to reduce the subdivision surety bond (Lexon Insurance Company bond No. 1063781) in the amount of \$291,051.85 by \$172,797.50 leaving a bond balance of \$118,254.35 to guarantee the completion of public improvements within the White Oak Farm Phase A-1 Subdivision, as recommended by the Town Engineer, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
10. **Discussion and Possible Action on Request for Fee Waiver**
No action taken.
11. **Discussion and Possible Action on Purchase of Hydraulic Tool System**
Deputy Chief D. Lee and Captain P. Guidice presented to the Board. R. Coyle moved to purchase the hydraulic tool system from Northeaster Fire Association, also known as TNT Hydraulic Tool System, based on the favorable review of the Colchester Fire Department for the price of \$62,895, and authorize the First Selectman to sign all necessary documents; seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

12. **Discussion and Possible Action on Tax Collection Information**

T. Coblenz presented to the Board. Discussion on service, technical issues, and roll-out process. No action taken.

13. **Discussion and Possible Action on Reimbursement Services Agreement – Section 125 Plan**

R. Coyle moved to approve the Reimbursement Services Agreement and authorize the First Selectman to sign all necessary documents, seconded by J. Ford. Unanimously approved.

MOTION CARRIED.

14. **Discussion and Possible Action on Amendment to 401(a)/457 Plan Document - Loans**

Discussion on associated fees. No action taken.

15. **Discussion and Possible Action on Administrators Union Job Descriptions**

Discussion on revisions to job descriptions. No action taken.

16. **Discussion and Possible Action on Senior Center Director Hiring Process**

J. Ford moved to approve the Senior Center Director hiring process as recommended by the First Selectman, with the addition of a #8, "Board of Selectmen interviews recommended candidates at the discretion of the Board," seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

17. **Discussion and Possible Action on Personnel Policy**

- a. Section IV, pages 38 – 40 (2nd Reading)
- b. Section V, pages 40 – 44 (1st Reading)

Discussion on edits to Personnel Policy revision. No action taken.

18. **Citizen's Comments**

None.

19. **First Selectman's Report**

First Selectman G. Schuster reported that KX dispatch has settled on their budget for next year with no money allocated for capital expenses and a possible merger with another dispatch center; he attended Connecticut Parks & Recreation Association of meeting where Colchester resident Kathy Kosiba was presented with the ABCD Award and that it is well-deserved; Chatham Health District has recommended a proposed budget with a slight increase in the per capita rate to accommodate more sanitarian hours at a cost of about \$3,500/year to the Town; the State has a roughly \$365 million budget deficit with municipal aid not likely affected this year, but possibly affected next fiscal year; and SCCOG has agreed to form a regional ethics commission with an opt-in provision for each member municipality.

20. **Liaison Report**

R. Coyle reported that the Building Committee held a hearing and presentation with a tour of the facility. The Committee will be coming to the next Board of Selectmen meeting to present and will be looking for direction on issues such as the addition of a swimming pool to the plan and veteran's use of space.

S. Soby reported that the Planning & Zoning Commission has completed the final draft of the zoning regulations and will be holding workshops and public hearings. The Commission also discussed the possibility of a blight ordinance.

S. Soby reported that the Police Commission discussed the possibility of a blight ordinance. The 5-year equipment plan has been completed. Bidding for a new cruiser was done with the Town of Newtown to help reduce prices.

S. Soby reported that the Agriculture Commission has received and is reviewing the revised zoning regulations, they are finalizing their own by-laws, are in discussions about a community garden, and working on creating a volunteer team to respond to large animal incidents.

21. **Adjourn**

G. Cordova moved to adjourn at 9:00 p.m., seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrick M. Kennedy
Executive Assistant to the First Selectman

Attachments:

- Letter to Board of Selectmen by A. Letendre
- Budget Transfers
- Memo to Board of Selectmen by Selectman Coyle

Colchester Board of Selectman
127 Norwich Avenue
Colchester, CT 06415

December 6, 2012

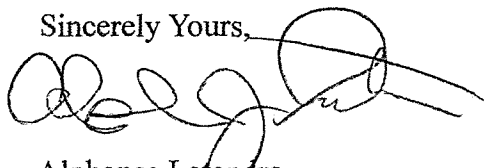
Dear Board:

During the early 1950's Colchester's veteran groups owned and used the Armory Property at the corner of Norwich Ave and Hall's Hill Road as their meeting hall. This is the current location of the CIS School. As the 1955 Bacon Academy was being built, the wing currently proposed of the Community Center, the Board of Selectman promised the veteran's community that the Town would always provide space for their meetings, if the Armory Property was given to the Town. The veteran's groups agreed to this and to date the Town of Colchester, through various means, has kept its promise. It is with this thought in mind that I bring forth the veteran's community's concerns resulting from the Community Center proposal.

1. 6-7 Veterans groups meet at the current senior center once or twice during each month, up to 10 meetings. Our membership is 400-500 people, not including spouses etc.
2. The Antiques Honor Guard meets 3-4 times per week, during the business day hours, for assembly to conduct military funeral squads. Ceremonial rifles are moved in and out of the building during these periods.
3. As noted by the Board of Selectman, Veterans currently have dedicated space, 1 room 30'-50', which also houses Senior Center activities daily.
4. The current room has a gun safe that stores the ceremonial weapons, blank round storage and rifle cleaning supplies. Will this be a problem for the Board of Education at the new location?
5. Cost is also a concern. The Community Center proposal puts the senior center building/youth center building on school property, an area where school custodians normally are required to operate and maintain the structure. Outside groups that use school facilities are usually charged for custodian services for after hours meetings. How will this issue be resolved?

Please review this letter and advise the veterans groups in Colchester how you proposed to resolve the above noted issues while keeping the Town's commitment to the veterans.

Sincerely Yours,



Alphonse Letendre
Vice Commander
Post 54, American Legion

FY 12/13

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Public Works - Facilities

Reason for Request: Consolidation of VOIP monthly billing for Town Hall in Facilities Telephone account - monthly phone charges previously allocated across all departments in Town Hall.

Reason for Available Funds: Funds included in individual departments located in Town Hall for share of monthly telephone services.

From:	Account Number	Account Name	Amount
	Various 45216	Various - Telephone (see detail list)	10,128

To:	Account Number	Account Name	Amount
	13205-45216	Public Works Facilities - Telephone	10,128

11/2/12
Date Requested Department Director or Supervisor - Signature

Print Name James Paggioli, Director of Public Works

11/20/12
Date Reviewed Chief Financial Officer

11/20/12
Date Approved First Selectman

Date Approved Board of Selectmen Clerk

Date Approved Board of Finance Clerk

Town of Colchester			
Budget Transfer - Town Hall VOIP Telephone			
Account #	Department & Account Name	From	To
11201-45216	First Selectman's Office - Telephone	1,380	
11301-45216	Finance - Telephone	1,020	
11303-45216	Tax Collector - Telephone	858	
11304-45216	Assessor - Telephone	540	
11411-45216	Planning & Code Administration - Telephone	1,740	
11501-45216	Town Clerk - Telephone	1,050	
11601-45216	Elections - Telephone	180	
12101-45216	Police - Telephone	1,380	
14102-45216	Youth & Social Services - Telephone	1,080	
15201-45216	Parks & Recreation - Telephone	900	
13205-45216	Facilities - Telephone		10,128
	Totals	10,128	10,128

12/13

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department:

Reason for Request:

Reason for Available Funds:

From:	Account Number	Account Name	Amount
	<input type="text" value="44208"/>	<input type="text" value="Professional Services/Crimestar Support"/>	<input type="text" value="400"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	Account Number	Account Name	Amount
	<input type="text" value="40103"/>	<input type="text" value="Overtime"/>	<input type="text" value="400"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

213
Date Requested Department Director or Supervisor - Signature

Print Name

Date Reviewed Chief Financial Officer

Date Approved First Selectman

Date Approved Board of Selectmen Clerk

Date Approved Board of Finance Clerk

FY 12/13

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Fire

Reason for Request: SCBA repairs - exceeded projection. Frequency usage has increased due to additional training

Reason for Available Funds: Fire Equipment Supplies - hazmat suits and supplies to be minimized to make this transfer

From:	Account Number	Account Name	Amount
	12202-42346	Fire Equipment Supplies	1,000

To:	Account Number	Account Name	Amount
	12202-46327	Other equipment repair	1,000

Oct 25, 2012
Date Requested

Walter Cox

Department Director or Supervisor - Signature

Print Name Walter Cox

11/28/12
Date Reviewed

[Signature]

Chief Financial Officer

11/20/12
Date Approved

[Signature]

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

Department: Public Works - Admin & Grounds Maint

Reason for Request:

Reorganization of Facilities & Grounds Maintenance approved by BOE on 7/10/12 and BOS on 8/16/12 - Increased salary for Director of Public Works, and additional compensation for Director of Facilities & Operations to oversee Grounds Maintenance until effective date of reorganization.

Reason for Available Funds:

Decrease in salary for Director of Facilities & Operations as a result of reduction in responsibilities due to the reorganization of Facilities and Grounds Maintenance as approved by BOE on 7/10/12 and the BOS on 8/16/12.


From:

Account Number	Account Name	Amount
13205-40101	PW Facilities - Regular Salaries	10,000

To:

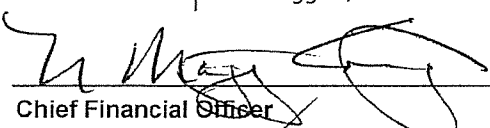
13200-40101	PW Administration - Regular Salaries	9,300
13203-40101	PW Grounds Maint - Regular Salaries	700

11/20/12
Date Requested


Department Director or Supervisor - Signature

Print Name James Paggioli, Director of Public Works

11/20/12
Date Reviewed


Chief Financial Officer

11/20/12
Date Approved


First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

To: Colchester Board of Selectman

From: Rosemary Coyle, Selectman

Date: December 6, 2012

Re: Administrative Job Descriptions

1. Work Schedule – I believe all the administrative job descriptions should state the work schedule as identified in the Administrators’ Contract below. The job descriptions should be consistent in format and consistent with the union contract.

For example, Assessor’s Office –

Work Schedule - 8:30a.m.- 4:30p.m. and other times as necessary as directed by the First Selectman subject to the operating needs of the town

Same language for Youth and Social Services Director, Town Engineer, Director of Senior Services, and Library Director. All other job descriptions reflect the contract.

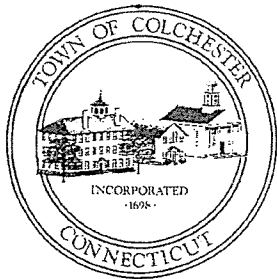
ARTICLE 9

Hours of Work

Normal Workweek/Workday. **Subject to the operating needs of the Town, the Fire Marshal, Highway Supervisor, Fleet Maintenance Supervisor, Water Department Supervisor, Zoning Enforcement Officer/ Assistant Planner, Town Engineer, Director of Senior Services, and Director of Library Services will generally work no less than forty (40) hours per week Monday through Friday; the Finance Director will generally work no less than thirty-seven and one-half (37.5) hours per week Monday through Friday; and the Assessor, Youth Services Director, Social Services Director, and Wetlands Enforcement Officer will generally work no less than thirty-five (35) hours per week Monday through Friday.** Subject to the operating needs of the

Town, the normal workday for each position shall generally be as follows:

<u>Position</u>	<u>Normal Workday</u>	<u>Lunch</u>
Fire Marshal	8:30a.m.- 4:30p.m.	“on fly”
Highway Supervisor	7:00a.m.- 3:30p.m.	½ hour unpaid
Fleet Maintenance Supervisor	7:00a.m.- 3:30p.m.	½ hour unpaid
Town Engineer	8:30a.m.- 4:30p.m.	“on fly”
Assessor	8:30a.m.- 4:30p.m.	1 hr. unpaid
Youth Services Director	8:30a.m.- 4:30p.m.	1 hr. unpaid
Social Services Director	8:30a.m.- 4:30p.m.	1 hr. unpaid
Water Department Supervisor	8:00a.m.- 4:30p.m.	½ hour unpaid
ZEO/ Assistant Planner	8:00a.m.- 4:30p.m.	½ hour unpaid
Finance Director	8:30a.m.- 4:30p.m.	½ hour unpaid
Wetlands Enforcement Officer	8:30a.m.- 4:30p.m.	1 hr. unpaid



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen, Board of Finance, and Board of Education
Special Meeting Minutes
Wednesday, December 12, 2012
Colchester Town Hall - 7:00 p.m.

NANCY A. BRAY
TOWN CLERK

2012 DEC 13 PM 4:14

RECEIVED
COLCHESTER, CT

Board of Selectmen Members Present: Gregg Schuster, Stan Soby, Jim Ford, and Greg Cordova
Board of Selectmen Members Absent: Rosemary Coyle

Board of Finance Members Present: Rob Tarlov, John Ringo, Rob Esteve, Tom Kane, Art Shilosky, Cathy Pompei (arrived at 7:40 p.m.)
Board of Finance Members Absent:

Board of Education Members Present: Ron Goldstein, Brad Bernier, Michael Egan, Donald Kennedy, Mary Tomasi
Board of Education Members Absent: John Reever, Mitchell Koziol

Others Present: Greg Plunkett, Maggie Cosgrove, Jim Paggioli, Jeff Mathieu, Dot Mrowka, Cathy Smith, Doreen Hamilton, Bob Tidona, Paul Popinchalk, Steve Wells and other citizens

1. Call to Order

First Selectman G. Schuster called the Board of Selectmen meeting to order at 7:00 p.m.
R. Tarlov called the Board of Finance meeting to order at 7:00 p.m.
R. Goldstein called the Board of Education meeting to order at 7:00 p.m.

2. Citizens Comments

None.

3. Discussion and Possible Action on Energy Performance Project and Contract

Discussion on scope of project and removal of items to conform to 12-year financing plan; on loss of performance incentive funds; on direction of project, Alternative "B" or 12-year plan; on energy management system; on payment of lease timing compared to completion of project installment; on public presentation of concept, process, and financials; and on next steps to the process.

It was the consensus of the Boards to move forward with the 12-year payback plan proposal with the understanding that some members of the Boards have reservations with regards to the energy management system as part of the total proposal.

4. Citizens Comments

None.

5. Adjourn

R. Esteve moved to adjourn the Board of Finance at 8:25 p.m., seconded by A. Shilosky.
Unanimously approved. MOTION CARRIED.

D. Kennedy moved to adjourn the Board of Education at 8:25 p.m., seconded by M. Tomasi.
Unanimously approved. MOTION CARRIED.

G. Cordova moved to adjourn the Board of Selectmen at 8:25 p.m., seconded by J. Ford.
Unanimously approved. MOTION CARRIED.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. Kennedy", written in a cursive style.

Derrick M. Kennedy

Executive Assistant to the First Selectman

From: STEPHEN PETTY [<mailto:srpchief@sbcglobal.net>]
Sent: Monday, December 17, 2012 8:04 AM
To: Gregg Schuster
Subject: Resignation

Good Morning Greg,

After a lot of thought I have decided to resign my position as a member of the Police Commission effective immediately. This purely a personal decision. I would like to thank you and the Board of Selectmen for the opportunity to serve.

Stephen R. Petty

RECEIVED
COLCHESTER, CT
2012 DEC 17 AM 10:11
Nancy A. Dray
NANCY A. DRAY
TOWN CLERK



Quality Data Service, Inc.
Taxpayer Inquiry Web Hosting Services Agreement

This Agreement for the Taxpayer Inquiry Web Hosted Services and is subject to the limitations and conditions set forth in this Agreement.

QUALITY DATA SERVICE, INC., a Connecticut Corporation, with its principal place of business at: 121 Mattatuck Heights Rd, Waterbury, CT 06705;

And
The Town of Colchester, Connecticut
(Customer),
With its principal place of business at
127 Norwich Ave.
Colchester, CT 06415

QUALITY DATA SERVICE, INC. and Customer agree that when this Agreement is signed by both parties, all terms and conditions contained in this Agreement will apply to any usage of software program(s) and/or service(s) offered under this Agreement. QUALITY DATA SERVICE, INC. will furnish to the Customer by this Agreement:

1. The QUALITY DATA SERVICE, INC. Web Hosted Taxpayer Inquiry Service on an annual basis. This agreement will begin January 1, 2013.
2. Allow the Customer to use the service on an unlimited basis and upgrade to the version of the service that allows for the collection of tax payments using the standard file format interface. Custom interfaces would be programmed at our current hourly rate on a time and materials basis.
3. Provide the Customer with the automated data collection module to provide for the download of all necessary data to provide the service as noted above.
4. Work with the Customers IT Staff to provide them with the necessary links to allow access to the QDS Web Hosted system.
5. The initial one-time setup fee is \$100. The Monthly rate will be \$127.50 (\$765 for the period of January 1 through June 30, 2013). The Town can optionally extend the existing agreement from July 1, 2013 through June 30, 2014 for \$1,665 after which the Town can extend the agreement at the then current annual rate. The Customer must provide 60 days notice in writing prior to cancelling this service.
6. This fee does not include any third party Secure Payment Processing fees.

Both parties acknowledge that they have read this Agreement and agree to be bound by the terms and conditions herein.

CUSTOMER – Town of Colchester, CT

Quality Data Service Inc.

Authorized Signature



Authorized Signature
Leonello DiNicola, CFO

Print Name & Title

Print Name & Title

Date

Date

QDS Contact Person: **Jeff Johnson** – Sales Manager
203.755.9031 x124 (p) 860.729.4551 (cell) 203.574.4360 (f)
jjohnson@qds.biz or **leo@qds.biz**

QDS Web Hosting On-Line Inquiry/Payment Setup Form

Please fill out the following form and include it with your QDS Web Hosting agreement.

Municipality: _____
Your Name & Title: _____
(name,phone&e-mail)
Your Contact info: _____
IT Contact info: _____
Web Page Contact info: _____

HOW WOULD YOU LIKE YOUR SITE SET UP?

Include taxpayer mailing address on display?

Yes No

Exclude (omit sensitive accounts) Internet File Records?

Yes No

Show flags on-line?

Warrant	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Bankruptcy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Suspense	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Collection Agency	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Allow on-line payments of the following flagged accounts? (Bill pay ONLY)

Warrant	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Suspense	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Collection Agency	<input type="checkbox"/> Yes	<input type="checkbox"/> No			

Disclaimer that payments will be applied to delinquent taxes first? (Bill pay ONLY)

Yes No

Payment Processing Service? (Bill pay ONLY)

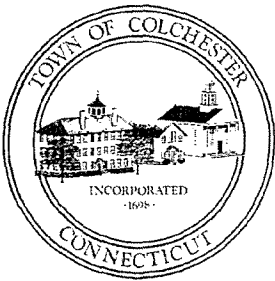
Who is your secure payment processor? _____

*** Please Note: A taxpayer message can be printed on an insert or the back of the bills at an additional cost, or on the tax bill where messages appear for no charge.**

Include Optional Billing Items – (for an additional annual fee)

Yes No *Parking Tickets*

Additional comments or questions



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: 12/06/12

Re: Amendment to 401(a) and 457 Plan Documents - Loans

A request has been made to allow for loans from a participant's retirement plan funds.

After reviewing the procedures for loans with the current custodian, ING National Trust, it has been determined that the amendment to the plan document does not impose any additional requirements or expense upon the Town.

A loan is a non-taxed, penalty-free disbursement to the participant of no more than 50% of their total funds that must be repaid no longer than 60 months from the date of the loan. There is no cost to the employer, either immediately or in the long-term. Employees are responsible to repay the loan through bi-weekly deductions from their paycheck that reimburses their own retirement plan.

The Town is not held liable for unpaid/default loans.

Two actions need to be taken by the Board. First, approval of the amendment to the plan documents to allow for the loan provision; second, passage of the resolution below.

Recommended Motion

Move to approve the custody agreements and amendments to the Town of Colchester 457 and 401(a) Retirement Plan documents to allow for loan provisions and authorize the First Selectman to sign all necessary documents.

Furthermore, "Be it resolved, that ING National Trust is hereby appointed as Custodian of the Town of Colchester, Connecticut 401(a) and 457 employee benefit plan is adopted effective this Sixth day of December, 2012 and further,

Be it resolved, that Gregg Schuster, First Selectman of the Town of Colchester, Connecticut, is hereby authorized and empowered to enter into the agreements substantially in the form attached hereto and to undertake such acts as necessary to carry into effect the foregoing resolutions."

BOARD OF SELECTMEN RESOLUTION

Introduction Section

The undersigned secretary of the Town of Colchester hereby certifies that the following resolutions were duly adopted by the Board of Selectmen of the Town of Colchester on 12/06/2012, and that such resolutions will remain in effect until further notice:

Custodian Appointment Section

Resolved, that ING National Trust is hereby appointed as Custodian of the Town of Colchester 401(a) and 457 Retirement Plan is adopted effective December 06, 2012 and further,

Delegation of Authority for Signer of Plan Document Section

Mandatory clause linking signer of Plan Document to the Board Resolution:

Resolved, that Gregg Schuster, First Selectman of the Town of Colchester is hereby authorized and empowered to enter into the agreements substantially in the form attached hereto and to undertake such acts as are necessary to carry into effect the foregoing resolutions.

Conclusion Section

Dated this _____ day of _____, 2012
Attested by, Nancy Bray, Town Clerk, Town of Colchester:

(signature)

Nancy Bray, Town Clerk

(Seal)



ING Installment Loan - Program Agreement Governmental Retirement Plans

ING Life Insurance and Annuity Company
P.O. Box 990063
Hartford, CT 06199-0063
Telephone: 800-262-3862
Fax: 800-643-8143

Plan Name	Plan Number
-----------	-------------

TERMS OF ING INSTALLMENT LOAN PROGRAM

- The minimum loan amount allowed under the ING Installment Loan program is \$1,000.
- As permitted by the Plan, a Participant may have more than one ING Installment Loan at any time.
- The aggregate total of the outstanding balance of all of the loans taken by the Participant from all plans offered by the Sponsor may not, as of the time a loan is made, exceed the lesser of:
 - 1) \$50,000 reduced by the excess (*if any*) of the highest outstanding balance of Plan loans of the Participant during the one-year period ending on the day before the date on which such loan is made, over the outstanding balance of plan loans, or
 - 2) fifty percent (50%) of the present value of the non-forfeitable accrued benefit of the Participant under the Plan.
- For purposes of this limit, all plans of the Employer shall be considered one plan, to the extent required by Section 72 of the Code, and the balance of all loans under any plan of the Employer under which the individual participates must be aggregated in determining the maximum loan available from the Governmental Retirement plans offered by the Sponsor.
- All assets under the Participant's Account with the Provider will be considered in determining the maximum loan amount available; however, the amount available for loan will be limited to the amount available under the employee accounts (deferred compensation, rollover, etc.).
- Loan fee shall be deducted from the Participant's total account balance before determining the maximum loan amount available.
- A \$50 installation fee and annual administrative fees of \$50 on subsequent anniversaries of the loan effective date will be assessed. Other charges may also be assessed, subject to applicable law. All charges are disclosed in the Truth and Lending Disclosure and Loan Agreement & Promissory Note. As an example, other charges may include insufficient fund fees.
- General Purpose loans may not exceed a duration of 60 months. Residential loans may not exceed a duration of 240 months. Minimum loan repayment period is 12 months.
- The minimum periodic payments are required monthly and are either billed directly to the participant's mail address or made by an ACH arrangement.
- Minimum periodic payments (*as shown on the monthly statement*) must be paid by the payment due date. The participant may pay more than the minimum payment amount at any time. Payments made will be applied in the following order: Fees, Interest, Principal. As payments are made, the interest and principal will be credited to the ING retirement account in accordance with the then current contribution investment allocation instructions on the business day (*any day on which the NYSE is open for business*) that immediately follows the date the payment is credited to the Loan.
- In service withdrawals do not impact the status of the ING Loan provided a balance remains in the ING retirement plan account.
- Loans will be considered to be in default if the full minimum periodic payment due is not received by the payment due date following the second billing cycle after a payment is missed ("*grace period due date*"). In accordance with Internal Revenue Service (IRS) regulations, the entire outstanding balance (*including accrued interest to date*) will be reported as a taxable distribution (*a "deemed distribution"*) to the participant on IRS Form 1099-R.
- If the Participant defaults on any loan under the Program, the Participant shall not be allowed to initiate another loan under the Program even if the defaulted amount is repaid.
- The defaulted loan will be considered outstanding until a distributable plan event occurs (*e.g., the participant retires, terminates employment, etc*). While the loan is outstanding, interest on the loan amount will continue to accrue (*although not reported to IRS*). Post default loan repayments are allowed and will be accepted, however, repayments will not restore the ING Loan to an active status.
- ING Loan can remain active after participant termination so long as: the ING Loan remains in good standing, a balance remains in the ING retirement plan account that equals or exceeds \$5,000, all payments continue to be

made, and no withdrawals are requested from the ING retirement plan account. If any withdrawal or surrender is requested from the ING retirement plan account for a terminated participant, the outstanding loan balance and accrued interest at the time of the request will be defaulted and reported as a taxable distribution to the participant on IRS Form 1099-R.

- Withdrawals from the ING retirement plan account will not be considered in good order for valuation purposes until the default processes have been completed and the ING Loan is closed.

PLAN SPONSOR RESPONSIBILITIES

- Ensure the Plan document and any applicable state/local law allows for loans to be administered in accordance with the Loan Program described in this document.
- Ensure routine contributions (*salary deferrals*) following a defaulted loan are suspended for the period of time outlined in the plan document
- Establish and maintain a trust or custodial agreement to hold loan promissory notes and related loan accounts on behalf of the Plan. ING makes custodial services available through ING National Trust for an annual fee of \$750.00, subject to an additional custodial services agreement. Trust/Custodial services will be through:
 ING National Trust Other Trust/Custodial arrangement

Trust/Custodian Name _____

Address _____

- Designate ING to review Participant applications for the Loan Program and approve and process applications using agreed upon ING forms.
- Notify ING of any Participant with an outstanding indebtedness under the Loan Program who begins a leave of absence, either bona fide (*for a period of not more than one year*) or due to uniformed service (military duty) and for whom suspension of loan repayments will apply.
- Acknowledge that the individual signing this Agreement has full authority to sign on behalf of the Plan.

ING RESPONSIBILITIES

- Set the interest rate charged for the Loan. Such rate will be determined monthly for new loans. The loan will be processed using the rate in effect when the Loan Request and Agreement are received in good order. ING will set the loan interest rate on the first business day of each calendar month. This rate will be equal to Wall Street Journal (WSJ) Prime Rate plus 1%. This rate is charged for the life of the loan. For the current WSJ Prime Rate please refer to the Wall Street Journal or access the Internet <http://www.bankrate.com/brm/rate.asp?prodtype.=cc>.
- Provide Participant with loan application, loan agreement, promissory note and Truth-in-Lending documentation.
- Establish ING Installation Loan as authorized by Plan Sponsor and in accordance with the terms of the Loan Program. Transfer amounts from ING retirement accounts to Participants as indicated. Requested amounts will be withdrawn on a pro rata basis across all current investments or such other method as agreed upon between ING and the Participant.
- Bill Minimum Periodic Payment and any due fees/charges to participant homes. Accept incoming repayments in U.S. Dollars.
- Upon notice from Plan Sponsor that a participant with an outstanding loan is on a qualifying leave of absence, suspend billing for the maximum period permitted under IRS rules. Currently, IRS rules permit loan repayments to be suspended in the following circumstances:
 - A participant on a bona fide leave may suspend payments for up to one year if the pay received by the participant during this period is less than the amount of the installment payments required under the terms of the loan. However, the loan must still be repaid by the end of the loan term (*i.e., the period of suspension will be less than one year if the loan was within one year of the final payment due date when the leave began*).
 - A participant on a leave of absence due to performance of the uniformed services (*as described under Internal Revenue Code Section 414(u)*), may elect to suspend loan repayments for the period of uniformed service. In this situation, upon the participant's return from uniformed service, the loan repayment period will be extended by a period equal to the length of the uniformed service.
- Perform default processing if a Minimum Periodic Payment is not received within the grace period allowed for payment as defined in the participant loan agreement.
- Initiate loan default processing upon receipt of the withdrawal request on a terminated employee.
- Provide quarterly reports to the Plan Sponsor showing participant balances and loan activity.

- Compute and withhold federal and state income taxes, as required by law, for loan defaults or withdrawals from the Plan in order to repay outstanding loan amounts in full, in accordance with the Internal Revenue Code and applicable guidance. ING will forward, within the applicable time limit, the appropriate information return reflecting the amount of the defaulted loan disbursement and taxes withheld to the appropriate taxing authority and to the participant.

GENERAL PROVISIONS

- ING has the right to change the terms of the Loan Program, including applicable fees, at any time. ING will notify Plan Sponsor at least 30 days prior to any change in the Loan Program, or as required by law. No such change will affect the terms of lines established prior to the effective date of the change, unless required by law.
- This Agreement shall be subject to the laws of the State of Connecticut.

Plan Sponsor Signature	Printed Name	
Title		Date (mm/dd/yyyy)

457 PLAN
CUSTODY AGREEMENT

by and between

and

ING National Trust

[Insert Name of Plan]
Custody Agreement

THIS CUSTODY AGREEMENT, effective as of the ____ day of _____, 2010 between _____ (the "Employer") in its own capacity and as the Plan Sponsor of the [Insert name of Plan Sponsor] 457 Plan (the "Plan"), acting by and through _____ as the person/body authorized by Section [_____] of the Plan document to act on the Employer's behalf in Plan matters (the "Authorized Representative") and ING National Trust (the "Custodian").

WITNESSETH:

WHEREAS, the Employer has adopted the Plan which is intended to meet the requirements of Section 457(b) and Section 414(d) of the Internal Revenue Code of 1986, as amended ("Code"), for the benefit of the employees therein described; and

WHEREAS, the Employer desires to establish a custodial account for certain promissory notes and/or loan agreements (the "Loan Documents") issued in connection with loans made to Plan participants pursuant to the terms of the Plan, which Loan Documents are to be held in custody as assets of the Plan to be held to provide for the funding of and payment of benefits under the Plan; and

WHEREAS, the Employer has provided through arrangements other than this Custody Agreement for all assets of the Plan other than the Loan Documents to be held in one or more trusts, custodial accounts or contracts that satisfy the requirements of Section 457(g) of the Code; and

WHEREAS, the Authorized Representative is identified as such in the Plan, or identified as an authorized representative pursuant to a procedure specified in the Plan, and has the power and authority to manage and control the assets of the Plan; and

WHEREAS, the Authorized Representative wishes to appoint the Custodian as a custodian for the Plan solely with respect to the Loan Documents, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, the Authorized Representative and the Custodian, each intending to be legally bound, agree as follows:

SECTION 1 - ESTABLISHMENT AND OPERATION OF CUSTODY ACCOUNT

1.1 Appointment and Acceptance of Custodian. The Authorized Representative hereby establishes with the Custodian a custody account (the "Account") consisting of such Loan Documents as shall from time to time be delivered to the Custodian, and hereby appoints the Custodian as custodian with respect to the Loan Documents held pursuant to this Agreement as they shall exist from time to time. The Account shall be held by the Custodian in custody and dealt with in accordance with the provisions of this Agreement. The Account shall not include any property or asset other than the Loan Documents delivered to the Custodian from time to time. The Custodian shall have no responsibility for any Loan Document until it is received and accepted by the Custodian or for any other property or asset of the Plan. The Custodian hereby accepts its appointment, acknowledges that it assumes the duties established by this Agreement, and agrees to be bound by the terms contained herein.

1.2 Custodian Responsibilities. The Custodian shall receive and hold the Loan Documents on behalf of Plan participants and beneficiaries in accordance with the terms of this Agreement. The duties of the Custodian hereunder are as a custodian and the Custodian shall act solely in accordance with the instructions of the Authorized Representative or Authorized Parties in accordance with Sections 2.2 and 2.3 of this Agreement ("Authorized Instructions"). Nothing in this Agreement is intended to give the Custodian any discretionary responsibility, authority or control with respect to the management or administration of the Plan or the management of the assets of the Plan. Further, the Custodian is not a party to the Plan and has no duties or responsibilities other than those that may be expressly contained in this Agreement. In any case in which a provision of this Agreement conflicts with any provision in the Plan, this Agreement shall control.

1.3 Exclusive Benefit. Except as may be permitted by law, by the terms of the Plan, or by this Agreement, at no time prior to the satisfaction of all liabilities with respect to participants and their beneficiaries under the Plan shall any part of the Account be used for or diverted to any purpose other than for the exclusive benefit of the participants and their beneficiaries. The assets of the Account shall be held for the exclusive purposes of providing benefits to participants of the Plan and their beneficiaries and defraying the reasonable expenses of administering the Plan and the Custody Account.

1.4 Standard of Care. The Custodian shall discharge its duties under this Agreement with the care and skill under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Custodian shall not be liable for any acts or omissions of another person other than the negligent acts or omissions of its own employees and agents. The Custodian shall not be responsible for the title, validity or genuineness of any Loan Document received by it or delivered by it pursuant to this Agreement and shall be held harmless in acting upon any notice, request, direction, instruction, consent, certification or other instrument believed by it to be genuine and delivered by the proper party or parties.

1.5 Loan Documents.

(a) The Custodian shall receive Loan Documents that are delivered to the Custodian to be held in the Account for the benefit of the Plan. The Custodian shall have no duty or responsibility for determining the accuracy, sufficiency or appropriateness of the terms of any Loan Document.

(b) Upon notice from an Authorized Representative of the Plan or from the Plan recordkeeper (the "recordkeeper") responsible for administering the terms of a participant loan for which one or more Loan Documents is being held in the Account that the loan has been fully paid, discharged, cancelled or extinguished in accordance with the terms of the Plan, the Custodian may, at the direction of the Authorized Representative or the recordkeeper, deliver any Loan Document relating to such loan to the Authorized Representative or the recordkeeper or to the participant named in the Loan Document. Upon delivery of any Loan Document in accordance with this paragraph, the Custodian's responsibility with respect to such Loan Document shall immediately cease.

1.6 Compliance with Law. The Account is intended to be tax-exempt under Section 501(a) of the Code. The Employer represents that it intends that the Plan constitute an eligible deferred compensation plan under Section 457(b) and Section 414(d) of the Code. The Employer and the Authorized Representative each agree to immediately notify the Custodian if the Plan ceases to be so eligible.

SECTION 2 - AUTHORITIES

2.1 Authority to Execute Agreement. The Authorized Representative hereby certifies that it has the power and authority to enter into this Agreement on behalf of the Plan. The person(s) signing below on behalf of the Authorized Representative warrant, as individuals, that each is an authorized representative of the Employer and the Authorized Representative, all signatures are genuine and the persons indicated are authorized to sign.

2.2 Authorized Parties. The Authorized Representative shall furnish the Custodian with a written list of the names, signatures, and extent of authority of all persons authorized to direct the Custodian and otherwise act on behalf of the Employer under the terms of this Agreement as "Authorized Parties." The Authorized Representative hereby confirms to the Custodian that ING Life Insurance and Annuity Company ("ILIAC") is an Authorized Party, for purposes of delivering Loan Documents to Custodian and directing the Custodian to deliver Loan Documents to other parties in accordance with the terms of this Agreement. The Authorized Representative acknowledges that he or she is aware that ILIAC is an affiliate of the Custodian. The Custodian shall be entitled to rely on and shall be fully protected in acting upon directions, instructions, and any information provided by an Authorized Party until notified in writing by the Authorized Representative of a change of the identity or extent of authority of an Authorized Party.

2.3 Authorized Instructions. All directions and instructions to the Custodian from an Authorized Party ("Authorized Instructions") shall be in writing, transmitted by mail (including electronic mail) or by facsimile. The Custodian shall be entitled to rely on and shall be fully protected in acting in accordance with all such directions and instructions which it reasonably believes to have been given by an Authorized Party and in failing to act in the absence thereof.

SECTION 3 - POWERS AND DUTIES

3.1 General Powers and Duties of Custodian. In administering the Custody Account, the Custodian shall be specifically authorized to:

- (a) In accordance with Authorized Instructions, receive, hold and maintain custody of Loan Documents;
- (b) Appoint domestic agents, sub-custodians or depositories (including affiliates of the Custodian) as to part or all of the Account, except that the indicia of ownership of any asset of the Account shall not be held outside the jurisdiction of the District Courts of the United States;
- (c) Submit or cause to be submitted to the Authorized Representative all information received by the Custodian regarding ownership rights pertaining to Loan Documents held in the Account;
- (d) Commence or defend suits or legal proceedings and represent the Account in all suits or legal proceedings in any court or before any other body or tribunal as the Custodian shall deem necessary to protect the Account, and the Custodian shall be indemnified by the Employer and the Plan against all expenses and liabilities sustained in connection with such action;
- (e) Employ suitable agents and legal counsel and, as part of its reimbursable expenses under this Agreement, pay their reasonable compensation and expenses. The Custodian shall be entitled to rely on and may act upon advice of counsel on all matters, and, if the use of such counsel is authorized by the Authorized Representative, the Custodian shall be without liability for any action reasonably taken or omitted pursuant to such advice;
- (f) Make, execute and deliver any and all documents, agreements or other instruments in writing as are necessary or desirable for the accomplishment of any of the powers and duties in this Agreement; and
- (g) Generally take any action, whether or not expressly authorized, which the Custodian may deem necessary or desirable for the fulfillment of its duties hereunder.

SECTION 4 - REPORTING AND RECORDKEEPING

4.1 Records and Reports. The Custodian shall keep accurate records of all Loan Documents delivered to and from the Account for at least six years following the date of such transaction. The Custodian shall provide a report of the Loan Documents held in the Account to the Authorized Representative from time to time, but at least annually. The Custodian may rely on the fair market value of the property of the Account as reported by ILIAC and the Custodian shall be fully protected in relying on such values.

4.2 Review of Reports. If, within ninety (90) days after the Custodian mails to the Authorized Representative a statement with respect to the Account, the Authorized Representative has not given the Custodian written notice of any exception or objection thereto, the statement shall be deemed to have been approved and, in such case, the Custodian shall not be liable for any matters in such statements. The Authorized Representative or its agent, upon giving prior written notice to Custodian, shall have the right at its own expense to inspect the Custodian's books and records directly relating to the Account during normal business hours. Custodian shall be reimbursed its actual costs for making such books and records available for inspection.

4.3 Non-Account Assets. The duties of the Custodian shall be limited to the Loan Documents held in the Account, and the Custodian shall have no duties with respect to property or assets held by any other person including, without limitation, any trustee or other custodian for the Plan. The Employer hereby agrees that the

Custodian shall not serve as, and shall not be deemed to be, a co-trustee or co-custodian under the circumstances, and shall have no co-fiduciary liability for any other person, trustee, custodian or other entity.

SECTION 5 - COMPENSATION, EXPENSES, TAXES, INDEMNIFICATION

5.1 Compensation and Expenses. The Custodian shall be entitled to compensation for services under this Agreement as set forth in Exhibit A. The Authorized Representative acknowledges that the Custodian may increase the amount of compensation on an annual basis with sixty (60) days' prior written notice to the Authorized Representative. The Custodian shall also be entitled to reimbursement for expenses incurred by it in the discharge of its duties under this Agreement in accordance with Section 3.1. The Custodian is authorized to charge and collect from the Account any and all such fees and expenses, unless the Authorized Representative objects within 30 days of receiving notice of the Custodian's intent to collect its fees and expenses from the Account.

5.2 Tax Obligations. To the extent an Authorized Party has provided necessary information to the Custodian, the Custodian may use reasonable efforts to assist such Authorized Party to notify the Employer or the Authorized Representative (as appropriate) of any responsibility for payment of taxes, withholding, certification and reporting requirements, claims for exemptions or refund, interest, penalties and other related expenses of the Account ("Tax Obligations"). Notwithstanding the foregoing, the Custodian shall have no responsibility or liability for any Tax Obligations now or hereafter imposed on the Employer or the Account by any taxing authorities, domestic or foreign, except as provided by applicable law. To the extent the Custodian is responsible under any applicable law for payment of any Tax Obligation on behalf of the Account, the Authorized Representative shall cause the appropriate Authorized Party to inform the Custodian of all Tax Obligations, shall direct the Custodian with respect to the performance of such Tax Obligations, and shall provide the Custodian with all information required by the Custodian to meet such Tax Obligations.

5.3 Indemnification. The Employer, and to the extent permitted by law, the Plan, shall indemnify and hold harmless the Custodian from all claims, liabilities, losses, damages and expenses, including reasonable attorney's fees and expenses (including Tax Obligations) incurred by the Custodian in connection with this Agreement, except as a result of the Custodian's own negligence or willful misconduct. This indemnification shall survive the termination of this Agreement.

5.4 Force Majeure. The Custodian shall not be responsible or liable for any losses to the Account resulting from nationalization, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Account's property; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event beyond the control of the Custodian or its agents. This Section shall survive the termination of this Agreement.

SECTION 6 - AMENDMENT, TERMINATION, RESIGNATION, REMOVAL

6.1 Amendment. The Trustee may amend this Agreement as necessary to comply with the provisions of applicable law and regulations. The Trustee shall deliver written notice of any such amendment to the Named Fiduciary. Other amendments may be made by written agreement signed by the parties hereto.

6.2 Removal or Resignation of Custodian. The Custodian may be removed with respect to all or part of the Account upon receipt of sixty (60) days' written notice from the Authorized Representative. The Custodian may resign as custodian hereunder upon sixty (60) days' written notice delivered to the Authorized Representative. In the event of such removal or resignation, the successor custodian will be appointed by the Authorized Representative, and the retiring custodian shall transfer the Account, less such amounts as may be reasonable and necessary to cover its compensation and direct expenses including but not limited to, a pro-rata share of the fees described in Section 5.1. In the event the Employer fails to appoint a successor custodian within sixty (60) days of receipt of written notice of resignation, the Custodian reserves the right to seek the appointment of a successor custodian from a court of competent jurisdiction. The Employer shall indemnify the Custodian from any costs incurred by the Custodian in seeking such appointment. The Custodian shall have no duties, responsibilities or liability with respect to the acts or omissions of any successor custodian.

6.3 Merger or Consolidation of Custodian. Any entity into which the Custodian may be merged or with which it may be consolidated, or any entity resulting from any merger or consolidation to which the Custodian is a party, or any entity succeeding to the custody business of the Custodian, shall become the successor of the Custodian hereunder, without the execution or filing of any instrument or the performance of any further act on the part of the parties hereto.

6.4 Plan Termination. Upon termination of the Plan, the Custodian shall distribute all assets then constituting the Account, less any fees and expenses payable from the Account, pursuant to the instructions of the Authorized Representative. The Custodian shall be entitled to assume that such distributions are in full compliance with and not in violation of the terms of the Plan or any applicable law.

6.5 Property Not Transferred. The Custodian reserves the right to retain such property as is not suitable for distribution or transfer at the time of the termination of the Plan or this Agreement and shall hold such property for the benefit of those persons or other entities entitled to such property until such time as the Custodian is able to distribute or transfer such property. The Employer shall indemnify the Custodian from any costs incurred by the Custodian for retaining the property until it can be distributed or transferred. Upon the appointment and acceptance of a successor custodian, the Custodian's sole duties shall be those of a custodian with respect to the property not transferred.

SECTION 7 - ADDITIONAL PROVISIONS

7.1 Assignment or Alienation. Except as may be provided by law, the Account shall not be subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors of the Employer, participants or beneficiaries under the Plan. The Custodian shall not recognize any assignment or alienation of benefits unless an Authorized Instruction is received.

7.2 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut, to the extent not preempted by Federal law.

7.3 Necessary Parties. The Custodian reserves the right to seek a judicial or administrative determination as to its proper course of action under this Agreement. Nothing contained herein will be construed or interpreted to deny the Custodian, the Authorized Representative, or the Employer the right to have the Custodian's account judicially determined. To the extent permitted by law, only the Custodian, the Authorized Representative and the Employer shall be necessary parties in any application to the courts for an interpretation of this Agreement or for an accounting by the Custodian, and no participant under the Plan or other person having an interest in the Account shall be entitled to any notice or service of process. Any final judgment entered in such an action or proceeding shall, to the extent permitted by law, be conclusive upon all persons. The Employer shall indemnify the Custodian for any costs incurred by the Custodian in seeking such judgment.

7.4 Shareholder Communication. Until such time as the Trustee receives a written notice to the contrary with respect to a particular security, the Trustee may release the identity and the address of the Trust to the security issuer which requests such information pursuant to the Shareholder Communications Act of 1985 for the specific purpose of the direct communication between such security issuer and shareholder.

7.5 Notices. All notices and other communications hereunder shall be in writing and shall be sufficient if delivered by hand or if sent by telefax or mail (including electronic mail), postage prepaid, addressed:

(a) If to the Custodian:

Christopher H. Rand
Vice President
ING National Trust
One Orange Way, C4N
Windsor, Connecticut 06095

(b) If to the Authorized Representative:

The parties may, by like notice, designate any future or different address to which subsequent notices shall be sent. Any notice shall be deemed given when received.

7.6 No Third Party Beneficiaries. The provisions of this Agreement are intended to benefit only the parties hereto, their respective successors and assigns, and participants and their beneficiaries under the Plan. There are no other third party beneficiaries.

7.7 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date set forth above.

ING National Trust

By: _____
[Name of Authorized Representative]

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

FEES

In consideration for services rendered according to the terms of this Agreement, the Custodian shall be paid according to the following fee schedule:

For anniversary year 2010: \$750

For anniversary years after 2010: \$750

In the event the annual payment is not received by the Custodian within 30 days of the anniversary date, the Custodian shall notify the Employer. The Employer shall, on behalf of the Plan, immediately forward to the Custodian the difference between the amount due and the amount the Custodian received.

HAZARD MITIGATION PLAN UPDATE ANNEX FOR THE TOWN OF COLCHESTER

**Southeastern Connecticut Council of Governments
Multi-Jurisdictional Hazard Mitigation Plan Update**

**ADOPTED
XXXX XX, 2012**

MMI #3570-05



Prepared for:

TOWN OF COLCHESTER
127 Norwich Avenue
Colchester, Connecticut 06415
(860) 537-7285
www.colchesterct.gov

Prepared by:

MILONE & MACBROOM, INC.
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Cheshire, Connecticut 06410
(203) 271-1773
www.miloneandmacbroom.com

ACKNOWLEDGEMENTS

This HMP annex update could not have been completed without the time and dedication of the following individuals at the local level:

N. Reed Gustafson
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Colchester, CT 06415
Phone: (860) 537-7285
Fax: (860) 537-7287
firemarshal@colchesterct.gov

Emergency Management Director, Local Coordinator

Adam Turner
Tim York
James Paggioli

Town Planner
Building Official
Director of Public Works

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Appendix A – Record of Local Adoption

1.0 INTRODUCTION

1.1 Purpose of Annex

The purpose of this HMP annex is to provide an update to the hazard risk assessment and capability assessment provided in the previous HMP, and to evaluate potential hazard mitigation measures and prioritize hazard mitigation projects specific to mitigating the effects of hazards on the Town of Colchester. Background information and the regional effects of pertinent hazards are discussed in the main body of the Southeastern Connecticut Council of Governments (SCCOG) Multi-Jurisdictional Hazard Mitigation Plan. Thus, this annex is designed to supplement the information presented in the Multi-Jurisdictional HMP with more specific detail for Colchester and is not to be considered a standalone document.

The primary goal of this hazard mitigation plan annex is to identify particular vulnerability to hazards and potential mitigation measures for such hazards in order to *reduce the loss of or damage to life, property, infrastructure, and natural, cultural, and economic resources*. This includes the reduction of public and private damage costs. Limiting losses of and damage to life and property will also reduce the social, emotional, and economic disruption associated with a natural disaster. Colchester, with an approved Mitigation Plan, may apply for assistance from FEMA directly as a subgrantee through the state of Connecticut under the various grant programs.

1.2 Setting

Colchester is a suburban town of approximately 50 square miles that lies in the northwest corner of New London County and is bordered by the Towns of Lebanon and Bozrah to the east, the Towns of Salem and East Haddam to the south, the Town of East Hampton to the west, and the Towns of Marlborough and Hebron to the north. Colchester is located approximately 25 miles southeast of Hartford, the Connecticut State capital. The Town of Colchester includes the villages of Westchester and North Westchester as well as the Colchester Village historic center.

The most significant surface water bodies in Colchester include the Blackledge River, Salmon River, Deep River, Jeremy River, Meadow Brook, Judd Brook, Deep River Reservoir, and Babcock Pond. In total, there are 16 **sub-regional** drainage basins in Colchester.

The major transportation routes through town includes Route 2 which extends from the town line with Marlborough in northwest Colchester to the town line with Lebanon in southeast Colchester, Route 11 which extends from central Colchester south into Salem, and Route 16 which runs east-west through the central portion of town from Lebanon in the east to East Hampton in the west. Other important roadways include Routes 149, 85 and 354 enter Colchester from the southern town line with East Haddam (Route 149) and Salem (Routes 85 and 354) and extend northward toward the northern town line with Hebron.

1.3 Plan Development

The 2005 HMP and its annexes were developed through a series of meetings and the completion of written questionnaires, personal interviews, and workshops as described in the Multi-Jurisdictional HMP update. Since that time, the HMP has been available in municipal offices and available to emergency personnel. Residents have been encouraged to contact the First

Selectman's Office, the Emergency Management Director or the Fire Department (the Colchester Hayward Volunteer Fire Department) with any concerns regarding emergency response or potential projects related to natural hazard damage.

Based on the existing plan, existing information, and hazards that have occurred since 2005, SCCOG determined that the following data collection program would be sufficient to collect data to update the Multi-Jurisdictional plan and each annex.

- ❑ The SCCOG issued a press release on November 20, 2011 announcing a public information meeting on the multi-jurisdictional HMP update. This press release was published in the *Norwich Bulletin* and *The Day*. This notice was also posted on the SCCOG website. The public information meeting was held on December 13, 2011 at the SCCOG office.
- ❑ A data collection meeting was held with the Emergency Management Director, Town Planner, Building Official and Director of Public Works on January 31, 2012 to discuss the scope and process for updating the plan and to collect information. The meeting focused on reviewing each section of the existing hazard mitigation plan and annex, critical facilities, and various types of hazards that have affected Colchester and that should be addressed in the update.
- ❑ The draft that is sent for State review will be posted on the Town of Colchester's website (<http://www.colchesterct.gov/pages/index>) as well as the SCCOG website (www.seccog.org) for public review and comment. In addition, a hard copy will be made available in the SCCOG office in Norwich. A press release will announce the availability of the HMP for review. This will provide residents, business owners, and other stakeholders throughout the SCCOG region the opportunity to review and comment on a relatively complete draft with all annexes. Comments received from the public will be incorporated into the final draft where applicable following State and Federal comments.

The adoption of this HMP update by the town of Colchester will be coordinated by SCCOG and the Emergency Management Director. The HMP update must be adopted within one year of conditional approval by FEMA, or Colchester will need to update the HMP and resubmit it to FEMA for review. The adoption resolution is located in Appendix A of this annex.

1.4 **Progress Monitoring**

Following adoption, the Emergency Management Director will continue to administer and be the local coordinator of this HMP (as the Emergency Management Director has since 2005) under the authority of the Colchester Board of Selectmen. The Emergency Management Director will coordinate with responsible departments as listed in Table 11-1 and ensure that the recommendations of this HMP are considered or enacted. Refer to Section 1.8 of the Multi-Jurisdictional HMP for a description of how the local coordinator will perform progress monitoring. The majority of recommendations in this annex can be accomplished within or with only a slight increase in the operating budgets of the various departments. Projects that require capital improvements or additional funding **will need to be approved by the Board of Finance and the Board of Selectmen.**

The HMP will be on file in Town Hall at the First Selectman's Office, available to all departments, to assist in guiding growth decisions. See Section 2.5 for recommendations related

to integrating the findings of this HMP into additional town planning documents. Colchester will continue to encourage town residents to contact the Emergency Management Director, with concerns related to natural hazards or emergency response via the town's website.

The town will review the status of Plan recommendations each year. The Emergency Management Director will be in charge of overseeing recommended projects and coordinating an annual meeting with applicable departments (those listed in Table 11-1) and other interested departments. Refer to Section 1.8 of the Multi-Jurisdictional HMP for a list of matters to be discussed at the annual meeting, including a review of each recommendation and progress achieved to date, or reasons for why the recommendation has not been enacted. The Emergency Management Director will keep a written record of meeting minutes and the status of the recommendations. These records of progress monitoring will form the basis for the next HMP update.

Colchester understands that the multi-jurisdictional HMP and this annex will be effective for five years from the date of FEMA approval of the first SCCOG jurisdiction regardless of the date of adoption by SCCOG. The Emergency Management Director and First Selectman will coordinate with SCCOG for the next HMP update which is expected to occur in 2016-2017.

2.0 COMMUNITY PROFILE

2.1 Physical Setting

Colchester is a suburban town located at the northwestern edge of the SCCOG planning area. Elevations range from approximately 650 feet along Bush Rock Road in the northeast section of Colchester to approximately 75 feet along the Salmon River near the intersection of Comstock Bridge Road and Route 16/Colchester Avenue at the town line with East Hampton. The most densely populated area of town is the Colchester Village Historic District which lies north of the Route 2 and Route 11 intersection in central Colchester where there are residential, commercial and industrial land uses. This area was once an incorporated borough and is listed on the National Register of Historic Places. Much of central Colchester is developed along with a significant amount of land along Route 149 in western Colchester.

Geology is important to the occurrence and relative effects of natural hazards such as earthquakes. Thus, it is important to understand the geologic setting and variation of bedrock and surficial formations in lands underlying Colchester. Dominated by Brimfield Schist, which covers approximately 76% of town stretching across central Colchester, the Town is also covered by two additional bedrock formations: Buttress Dolerite and Hebron Gneiss. Hebron Gneiss covers approximately 24% of outer Colchester with less than 1% covered by buttress Dolerite. There is no defined geographic orientation to the bedrock formations or geologic contacts in town.

The Town's surficial geologic formations include glacial till and stratified drift. Refer to the Multi-Jurisdictional HMP for a generalized view of surficial materials. Till contains an unsorted mixture of clay, silt, sand, gravel, and boulders deposited by glaciers as a ground moraine. Areas associated with the majority of major watercourses and waterbodies mentioned in Section 1.2 include fairly extensive areas underlain by stratified drift in Town. The amount of stratified drift present is important as areas of stratified materials are generally coincident with floodplains. These materials were deposited at lower elevations by glacial streams, and these valleys were later inherited by the larger of our present day streams and rivers. The amount of stratified drift also has bearing on the relative intensity of earthquakes and the likelihood of subsidence.

2.2 Land Use and Development Trends

The Town of Colchester was incorporated in 1698 when land was purchased by Nathaniel Foote from the Sachem of the Mohegan Native American Tribe. Mr. Foote's grandfather had emigrated from Colchester, England, in the early 17th century and Colchester, England was what a group of early English settlers envisioned America to become by laying out a new plantation in a large tract of untouched wilderness. Colchester grew from a church parish-centralized community in its beginnings to a mill community before it was industrialized and then suburbanized once the commercial cities of Middletown, Norwich and New London emerged. Today, it still maintains the suburban character with some commercial and industrial land use, while largely existing as a residential community.

The suburban town is known for its principal industries of agriculture and manufacture of leather novelties, plastics, machine shops, and metal fabrication. Colchester also has a private airport called Skis Landing Area, which is generally used by small private planes and a heliport at Hub Ford.

Babcock Wildlife Management Area and Salmon River State Forest are located in Colchester near the western and southwestern corporate boundaries. These areas are open to the public for hiking and picnics.

According to the "Town of Colchester Open Space Plan" (Adopted October, 2006), Colchester has achieved approximately 6,500 acres or 20% open space protection thus far. According to the "2006 Land Cover by Area" data developed by the University of Connecticut's Center for Land Use Education and Research, Colchester is dominated by deciduous forest with approximately 59% or approximately 18,850 acres classified as such. The same data includes only approximately 14% (approximately 4,430 acres) classified as "developed" land use. The remaining approximately 27% of land cover in Colchester accounts for undeveloped land including areas of steep slopes, water, wetlands, protected open space, and the like that prohibit the land from being developed.

A number of developments have been recently completed, approved, or are underway. Colchester attempts to steer most new development in or adjacent to the Town Center. The Route 11/Route 2 area is the most important and immediate area of planned development in Colchester with water and sewer being extended into this area to promote development. A 20,000 square foot building and storage area for a tractor supply company **is to be** constructed in this area. Additionally, a large area of retail development was approved just to the east of the Route 11/Route 2 area on the southern side of Route 2. Although this area has not been developed to date, it may be developed in the near future in accordance with the Town's desire for economic development. SFHAs are not associated with the Route 11/Route 2 area.

Other smaller areas of development include a karate studio being constructed this year and a project known as "Settlers Green" which is **locally approved** with commercial uses adjacent to a SFHA. A large parcel adjacent to Settlers Green is potentially developable, while another project called "White Oak Farm" is approved for 134 one-acre lots at 520 Lebanon Avenue. The White Oak Farm development is largely incomplete, although 14 lots are built and occupied. "North Woods", another development, is under construction and includes 134 units of active adult age-restricted (over 55 years of age) housing at 351 Lebanon Avenue. Additionally, a 30-unit development adjacent to North Woods is approved and several smaller subdivisions are under construction.

It is likely that Colchester will continue to undergo development in the future and maintain its suburban nature, with a considerable amount of industrial and commercial development. The housing stock in Colchester consists primarily of single family homes. The Plan of Conservation and Development (POCD) (2001) Update encourages low and moderate income housing development and the use of cluster development to the extent consistent with soil types, terrain and infrastructure capacity.

2.3 Drainage Basins, Hydrology, and Geology

As mentioned in Section 1.2, the most significant watercourses in Colchester includes the Salmon River which begins following the convergence of the significant tributaries of Jeremy Brook and Blackledge Brook in northwestern Colchester and continues into the Town of East Hampton; the Deep River which begins in southeastern Colchester near Route 354 and flows southerly toward the Town of Salem and ultimately to the Yantic River; and Sherman Brook which begins in east-

central Colchester north of Route 2 and flows north of Route 2 easterly into the Town of Lebanon towards the Yantic River. Altogether, there are approximately 23 named watercourses and many unnamed small tributaries in Colchester.

There are a total of 16 subregional watershed basins in Colchester including Bartlett Brook, Blackledge River, Deep River, Dickinson Creek, East Branch Eightmile River, Eightmile River, Gardner Brook, Jeremy River, Judd Brook, Meadow Brook, Moodus River, Pine Brook, Raymond Brook, Salmon River, Sherman Brook, and Yantic River. Three subregional drainage basins account for approximately 50% of Colchester's land cover; these are the Meadow Brook, Sherman Brook, and Deep River subregional drainage basins. Meadow Brook covers the majority of land cover in the town, accounting for approximately 7,119 acres or approximately 22% of Town land stretching from southeast to northwest across the central portion of Colchester. Sherman Brook accounts for the second largest amount of land cover 15% (4,765 acres) covering most of the northeastern portion, along the town line with the Town of Lebanon. Thirdly, Deep River accounts for 13% (4,181 acres) of Colchester's land cover including the majority of the southeastern portion of Town stretching from the town line with Town of Lebanon westerly approximately to Route 85 including a majority of the land cover between Route 2 southerly to the town line with the Town of Salem.

The most significant surface water impoundment in Colchester is the Deep River Reservoir which is located in the southeast corner of Colchester and stretches from near the town line with the Town of Lebanon southwest to Route 354 near the town line with Salem.

2.4 Governmental Structure

Colchester is governed by a Town Meeting and Board of Selectmen form of government. The authority of town officials is granted by Connecticut General Statutes. The Town Meeting is the legislative body of the town and the Board of Selectmen is responsible for the administration of town policies. The First Selectman is the chief elected official and is responsible for the day-to-day administration of Colchester.

The Town of Colchester has boards, commissions, and committees that can take an active role in hazard mitigation, including the Conservation Commission (includes Wetlands), the Planning and Zoning Commission, the Police Commission, the Building Committee, the Open Space Advisory Committee, the Economic Development Commission, and the Board of Selectmen. Departments and commissions common to all municipalities in SCCOG were described in Section 2.8 of the Multi-Jurisdictional HMP. More specific information for the departments and commissions of the Town of Colchester is noted below:

- ❑ The Colchester Hayward Fire Department (CHFD) is a combination of career and volunteer fire fighters who protect lives and property from fire and hazardous incident damage and provides timely emergency medical services to the Town of Colchester and other neighboring municipalities.
- ❑ The Building Official is responsible for enforcing building, electrical, mechanical, plumbing, and energy code requirements to promote the safety for the people of Colchester by reviewing and administering the State of Connecticut Building Code.

- ❑ The Planning and Zoning Commission is the body that regulates land use and development in Colchester mainly through application of the Zoning Code.
- ❑ The Building Committee is charged with overseeing, coordinating and supervising all aspects of the planning and construction process, including selection of an architect and other consultants, choice of contractor, development of project documents and supervision of construction through completion and final acceptance by the Town.
- ❑ The Conservation Commissions responsibilities include the maintenance and update of the Town's Inland Wetlands and Watercourses Regulations, Wetlands Map and the Town's Open Space Plan.
- ❑ The Police Commission is a five-member Commission appointed by the Board of Selectmen which has the authority and responsibility for the general supervision and management of the police officers within Colchester and the property and equipment used.

The roles of Town departments have not changed since the time of the previous HMP. Thus, the Town of Colchester is technically, financially, and legally capable of implementing mitigation projects for hazards to the extent that funding is available.

2.5 Review of Existing Plans and Regulations

Colchester has different plans and regulations that recommend or create policies related to hazard mitigation. These policies and regulations are outlined in the Emergency Operations Plan, POCD (2001), Open Space Plan (2006), Zoning Regulations (2010), Subdivision Regulations, Town Code (2010), and Inland Wetlands and Watercourse Regulations (2009). The Zoning Regulations and Subdivision Regulations were amended to June 1, 2010 and incorporate some of the NFIP requirements associated with the DFIRM available in 2011.

Emergency Operations Plan

The Town has an Emergency Operations Plan (EOP) that is updated and certified by the First Selectman annually. This document provides general procedures to be instituted by the First Selectman and/or designee in case of an emergency. Emergencies can include but are not limited to hazard events such as hurricanes and nor'easters. The EOP is directly related to providing emergency services prior to, during, and following a hazard event.

Plan of Conservation and Development (2001)

The POCD was last updated in 2001 and includes contributions from local boards, commissions, committees, citizens and citizen groups. The purpose of the Plan is to provide a tool for the future of the community via addressing the social and economic development of Colchester. The Plan discusses the potential impacts of natural hazards including flooding and considers natural features such as steep slopes (those exceeding 15%) that could restrict development.

Code of the Town of Colchester, Connecticut

Chapter 64 of the Town Code includes "Flood Hazard Areas" which includes discussion of policies, permit requirements and application procedures related to land use and development in SFHAs within Colchester consistent with the NFIP. The document also states that the SFHAs are those areas designated from the Town and Borough of Colchester Flood Insurance Rate Maps (FIRM) and the Flood Boundary and Floodway Maps dated July 15, 1992 on file in the office of the Town Clerk and with the Building Official.

Zoning and Subdivision Regulations (2010)

Section 7 of the Zoning Regulations, "Flood Hazard Overlay Districts," discusses SFHAs in Colchester. The Subdivision Regulations discuss the standards in the flood plain district in Section 6.6. Although regulations within both documents include components of the current NFIP regulations, they are based on the FIRM dated July 15, 1992 and should be updated to the DFIRM mapping of July 18, 2011.

Inland Wetlands and Watercourses Regulations (2009)

The Inland Wetlands and Watercourses Regulations in the Town of Colchester require a permit for certain regulated activities that are within 75 feet or in a wetland or watercourse or that may impact a wetland or watercourse. These regulations build on the preventative flood mitigation provided by the Zoning Regulations by preventing fill and sedimentation that could lead to increased flood stages.

2.6 Critical Facilities, Sheltering Capacity, and Evacuation

Colchester considers several facilities to be critical to ensure that emergencies are addressed while day-to-day management of the town continues. Critical facilities are presented on figures throughout this annex and summarized in Table 2-1. No critical facilities are located within a SFHA. These facilities are described in more detail below.

Colchester Hayward Fire Department (Companies 1 & 2)

Colchester has two fire companies (Companies 1 and 2) which are staffed by both voluntary and professional firefighters. Both fire companies work together to serve Colchester and provide support to neighboring municipalities with fire suppression, emergency response and rescue. The two fire company buildings are outfitted with standby power supply sources via generators and neither is located in a SFHA. As for professional services, the Fire Department employs eight full-time firefighters and two weekend part time Emergency Medical Technicians (EMT).

Jack Jackter Elementary School and Bacon Academy

Jack Jackter Elementary School is both the Town's EOC and the Town's back-up shelter. The Town's main shelter is Bacon Academy which houses a 500 kV generator and is American Red Cross (ARC)-certified with a capacity of 450 persons. Jack Jackter Elementary School houses the essential equipment needed for the Town's EOC operation and can hold 350 persons as a backup shelter.

**TABLE 2-1
Critical Facilities**

Facility	Address or Location(s)	Emergency Power?	Shelter?	In SFHA?
<i>Emergency Services</i>				
Colchester Hayward Fire Dept. Co. 1 & 2	52 Old Hartford Rd. / 424 Westchester Rd.	✓		
Colchester Police Department	127 Norwich Avenue	✓		
<i>Municipal</i>				
Town Hall	127 Norwich Avenue	✓		
Jack Jackter Elementary School*	362 Halls Hill Road	✓	✓	
Bacon Academy	611 Norwich Avenue	✓	✓	
Public Works Garage	300 Old Hartford Road	✓		
Cabin Road Wellfield WTP	140 Taintor Hill Road	✓		
Cabin Road Wellfield (Wells 3 and 5)	140 Taintor Hill Road	✓		✓
Judd Brook Wellfield (Well 4)	183 Lebanon Avenue	✓		✓
Elmwood water pump station	550 Elmwood Heights	✓		
Highland Farm water tank	36 Highland Circle			
Prospect Hill Sewer P.S.	31 Prospect Hill Road	✓		
<i>Nursing Homes, Senior Living and other Vulnerable Housing Developments</i>				
Apple Rehab Center	36 Broadway Street	✓		
Colchester Commons Mobile Home Park	Lebanon Avenue			
Dublin Village	300 Lebanon Avenue			
Gan Aden	385 South Main Street			
Gan Aden Chestnut	28 Chestnut Hill Road			
Gan Aden Field	564 Norwich Avenue			
Gan Aden Too	564 Norwich Avenue			
Genesis Elder Care	59 Harrington Court	✓		
Ponemah Village	283 Westchester Road			
Westchester Village Mobile Home Park	Shailor Hill Road			
<i>Communications Infrastructure</i>				
State Communication Tower	95 O'Connell Rd	✓		
State Communication Tower	11 Munn Rd. (Windham Ave.)	✓		
<i>Health Care Facilities</i>				
Backus Health Care	151 Broadway Street			

*Emergency Operations Center (EOC)

Town Hall

Colchester's Town Hall houses many important offices and departments critical to hazard mitigation planning including the Police Department, the First Selectman's Office, the Building Department and the office of the Emergency Management Director. The facility is also outfitted with a generator.

Communications

The Town includes the two state communication towers on 95 O'Connell Road and 11 Munn Road in its list of critical facilities. Additionally, the KX Dispatch (Connecticut State Police Troop K) is located in Colchester and links into dispatch services with other neighboring municipalities including Hebron, Salem, East Haddam, **East Hampton, Haddam Neck, Marlborough, and Bozrah.**

Colchester's communication with its residents, visitors, and businesses and its communications with outside emergency preparedness and response groups is adequate. The town employs the CT Alert "Everbridge" Emergency Notification System for Reverse 9-1-1 and encourages its residents to sign up for the service via the CT Alert Emergency Notification System web site (<http://www.ct.gov/ctalert/site/default.asp>).

During Tropical Storm Irene, communication with Connecticut Light & Power (CL&P) was pursued by the Town, however CL&P's response was considered less than adequate. The outage following Tropical Storm Irene lasted seven to nine days in Colchester and trees blocked many roadways deeming both state and municipal roadways impassible and many wires were downed. Colchester seeks to improve communication with CL&P moving forward in an effort to prevent a prolonged outage such as the one following Tropical Storm Irene.

Additional Municipal Facilities

The Public Works Garage is houses the equipment, materials and staff needed to respond to natural hazard damage. The garage is located to the west of Town Center near Route 2 on Old Hartford Road. The Town also considers its water and wastewater infrastructure to be critical facilities. Water and wastewater infrastructure includes Water Treatment Facility at 140 Taintor Hill Road, the Cabin Road Wellfield located adjacent to the treatment facility, the 31 Prospect Hill Road sewer pump station, the water booster station at 550 Elmwood Heights, the Highland Farm Water Tank at 36 Highland Circle, and Well No. 4 at 183 Lebanon Avenue.

Private Facilities

The town considers some types of private facilities within its list of critical facilities. This list consists of **eight** nursing homes / senior living facilities and **two** mobile home parks.

Evacuation Routes

Colchester's EOP describes the Town's evacuation plans. The Emergency Management Director is responsible for maintaining complete records and reports associated with tracking the status of evacuation events including evacuation notices, the number of persons evacuated and the number of evacuees in shelter/mass care centers. Additionally, the Emergency Management Director is responsible for maintaining up-to-date evacuation route maps that depict designated primary and alternate evacuation routes.

The highest capacity egress routes from Colchester include:

- ❑ Route 2, which is oriented east-west and runs from Lebanon to Marlborough across the center of Colchester,
- ❑ Route 16, which is oriented northeast-southwest and also enters Colchester from Lebanon to the east, but exits into East Hampton in the west,
- ❑ Route 11 which runs from Route 2 just south of the center of Colchester southerly to Salem, and
- ❑ Route 85 which extends from the Salem town line northerly through the Town Center and continues north into Hebron.

2.7 **Status of 2005 Plan Recommendations**

The previous HMP included several general recommendations related to mitigating hazards. The recommendations and a summary of actions taken over the past several years towards those actions are listed below. Where progress was indicated, the progress was paid for out of the Town's operating budget.

- ❑ Complete Catch Basin Surveys to Identify Catch Basins in Need of Maintenance and/or Replacement & Complete Culvert Survey to Determine Priority for Maintenance and/or Replacement Plan – Catch basin and surveys are completed annually by the Public Works Department. Replacement and maintenance is performed on the town's drainage system as funding allows on an annual basis. *This recommendation will not be pursued further.*
- ❑ Evaluate the Hazard Resistant Nature of the Propane Supply – Town officials previously expressed concern with the possible release of materials the area of a privately owned propane supply facility. There are multiple propane tanks on site. The privately-owned tanks are in the center of Colchester and are near schools, shopping centers, and elderly housing. Town officials were concerned with the safety of the surrounding community and previously expressed an interest in developing a risk analysis and emergency plan for this area. The supply is not believed to be more or less susceptible to natural hazards than any other municipally-owned facility or piece of infrastructure in Colchester. *This recommendation has been modified to urge the development of emergency procedures for the facility.*
- ❑ Evaluate the Hazard Resistant Nature of Critical Facilities – This is ongoing as part of Colchester's annual EOP update. No critical facilities are believed to be more or less susceptible to natural hazards. *This recommendation remains valid but has been deferred to the EOP update.*
- ❑ Comprehensive Evaluation of Emergency Communication Capabilities Throughout the Town – This is ongoing along with the annual EOP update. Colchester is a member of the CT Alert "Everbridge" Emergency Notification System for Reverse 9-1-1 capabilities and actively encourages its citizens and businesses to sign up for the service via the Everbridge and Town web sites. *This recommendation remains valid but has been deferred to the EOP update.*
- ❑ Develop a Flood Audit Program – At present, the town suffers mainly from nuisance flooding. Colchester is aware of the limited problem areas and floodplain development regulations restrict additional development within them. *This recommendation will not be pursued further.*
- ❑ Review of Transportation Facilities to Identify Critical Risks – This is ongoing annually as part of the EOP update. Colchester had access issues during Tropical Storm Irene due to the many

downed trees and power lines. *This recommendation remains valid but has been deferred to the EOP update.*

- ❑ Identify Appropriate Improvements to Traffic Infrastructure and Emergency Response Training and Equipment – This is ongoing as part of Fire Companies' training as well as the annual EOP update. The town has access to CERRIT, the regional hazardous response team. *This recommendation is not pursued further.*
- ❑ Repair the Wooden Bridge at Savin's Pond to Make it Flood Resistant –The location called "Savin's Pond" in the previous HMP Annex is incorrectly named and should have been identified as "Caverly Mill Road." The road was cut off by Route 2 and is a dead-end road with two homes at the terminus that are accessed by a wooden bridge. During floods, the houses cannot be accessed safely. The Town prefers to formally abandon the road and convert it into a driveway. This recommendation is included in Section 11. Current practice to notify the two families to evacuate before significant storms will continue, but the roadway would no longer be owned by the Town. *With the clarifications described herein, this recommendation remains valid and the Town shall pursue a reasonable and safe resolution.*
- ❑ Implement a Reverse 9-1-1 System to Automatically Call Telephones Throughout Town, Relaying Important Information During an Emergency – The town has joined the CT Alert "Everbridge" Emergency Notification System for Reverse 9-1-1 capabilities to receive statewide notices and will work to implement the programming of specific areas. *This recommendation is not pursued further.*
- ❑ Improve Hydraulics of the Route 616 Bridge – Just over the town line in Lebanon, the bridge on Route 616 reportedly floods periodically. Flooding of this roadway effectively cuts off access between Colchester and Lebanon, restricting the ability for the towns to assist one another with mutual aid during emergencies. Colchester officials no longer believe that this problem needs to be addressed, as Route 2 provides the needed access. *This recommendation has not been continued to this update.*
- ❑ Distribute or Post Public Information Regarding Hazards in the Town – Literature is available at Town Hall as noted above. Local media is utilized to pass information prior to and during storms, including newspaper, television, and radio. The Town visits elderly residents prior to major storms to advise them to seek shelter or assistance. *This recommendation remains valid and there are additional opportunities such as visiting residents and businesses following an event to update them on road conditions and available services and posting of preparedness information on the town's web site.*
- ❑ Evaluate Emergency Shelters, Update Supplies, and Check Communication Equipment – This is conducted at least annually or following any use of the facilities. *This recommendation remains valid.*
- ❑ Maintain Emergency Personnel Training as Well as Maintaining and Updating Emergency Equipment and Response Protocols – Training is performed regularly, with equipment upgrades occurring to the extent the budget will allow. *This recommendation remains valid.*
- ❑ Evaluate and Consider Burying Power Lines Underground and Away from Possible Tree Damage – Utilities are not required to be underground. However, according to town officials,

utilities are placed underground in large subdivisions. There are no plans to move existing utilities underground. Much of the time, a limiting factor when considering placing utilities underground is the bedrock depth. *This recommendation remains valid for future developments where bedrock depths allow. The town should consider a requirement being placed into an ordinance for new development or substantial redevelopment where feasible.*

- ❑ Complete an Earthquake Survey of all Critical Facilities and Infrastructures –A formal survey is not proposed due to the infrequent nature of this hazard. Most town buildings are relatively old and likely do not have any seismic protection. *This recommendation will not be pursued further.*

- ❑ Complete a Survey of Fire Hydrants to Assess Vulnerabilities and Capabilities for Fire Protection – Fire protection capabilities are reviewed at least annually with the EOP update. The town believes that its fire protection level is adequate. Fire ponds and/or cisterns are not required, although a few dry hydrants are present in town. *This recommendation remains valid.*

3.0 INLAND FLOODING

3.1 Setting / Historic Record

Flooding is the primary hazard that impacts the town each year as documented in the previous HMP. While riverine flooding is of primary concern, nuisance flooding and poor drainage are also issues at some locations in the town. Flooding is typically caused by heavy rainstorms, but can also be caused by relatively light rains falling on frozen ground. Flooding of roadways is more common than damage to structures in the Town of Colchester.

The March 2010 storms produced the most widespread flooding in Colchester since the last HMP, causing basement flooding, roadway flooding, and nuisance flooding. However, the areas impacted by the March 2010 storms are not typically impacted by floodwaters. Following the basement flooding of March 2010, the Town submitted reimbursement requests to FEMA, but was not reimbursed.

3.2 Existing Programs, Policies, and Regulations

The town attempts to mitigate inland flood damage and flood hazards by utilizing a wide range of measures including restricting activities in floodprone areas, placing riprap in locations currently experiencing bridge scour, promoting flood insurance, maintaining drainage systems, providing education and outreach, and by utilizing the reverse 9-1-1 warning system. Many mitigation measures are common to all hazards and therefore were listed in Section 2.6. No structural flood control projects are located within or upstream of Colchester, although some existing dams provide a small amount of flood mitigation.

Bridge Replacements, Drainage, and Maintenance

The Department of Public Works cleans and inspects catch basins and culverts at least annually or more often if problems are noted. When flooding occurs, the Public Works Director or either Fire Company typically handles complaints from residents. For example, the Public Works department would inspect bridges and culverts and erect barricades to close roads, while the Fire Companies respond to calls requesting help for flooded basements. Drainage complaints are directed to the Public Works Director.

The Meadow Brook Bridge at Route 16 was replaced since the previous Annex and has thus far been a successful mitigation project.

As explained in Section 2.7 above, the location named "Savin's Pond" in the previous Annex is not actually Savin's Pond, but rather Caverly Mill Road which was disconnected when Route 2 was developed and is now a dead-end road. The two homes at the terminus of the road are accessed via a wooden bridge and during floods the homes cannot be accessed safely. Colchester wishes to formally abandon the roadway, thereby converting it into a public driveway. Currently, the town notifies the two families at the end of the roadway prior to significant storms. The Town views the conversion from municipal roadway to a private driveway as a form of mitigation, as it will cut municipal expenditures to address flooding there.

The previous annex listed the improvement of the Route 616 Bridge/Roadway as a recommendation; however Town Officials indicate that this problem does not need to be further pursued because Route 2 provides a suitable substitute.

Regulations, Codes, and Ordinances

Colchester has planning and zoning tools in place that incorporate floodplain management. The Town also has Subdivision Regulations that require adequate drainage (Section 6.4) be provided to reduce exposure to flood hazards. Regulations covering development in and/or near inland wetland areas also exist within the Inland Wetlands and Watercourses Regulations.

Acquisitions, Elevations, and Property Protection

The Town has not performed acquisitions or elevations of floodprone property to date. Property protection has focused instead on preventive measures and maintaining and upgrading drainage systems.

Flood Watches and Warnings

The First Selectman and the Fire Companies access weather reports through the National Weather Service and local media. Colchester also participates in the CT Alerts "Everbridge" Emergency Alerting and Notification Reverse 9-1-1 System and actively recruits its residents and businesses to enroll in the service. As a result, Colchester has the capability to telephone warnings into specific areas of Town. Use of this service allows the town the ability to receive geographically specific weather warnings when storms are imminent.

3.3 Vulnerabilities and Risk Assessment

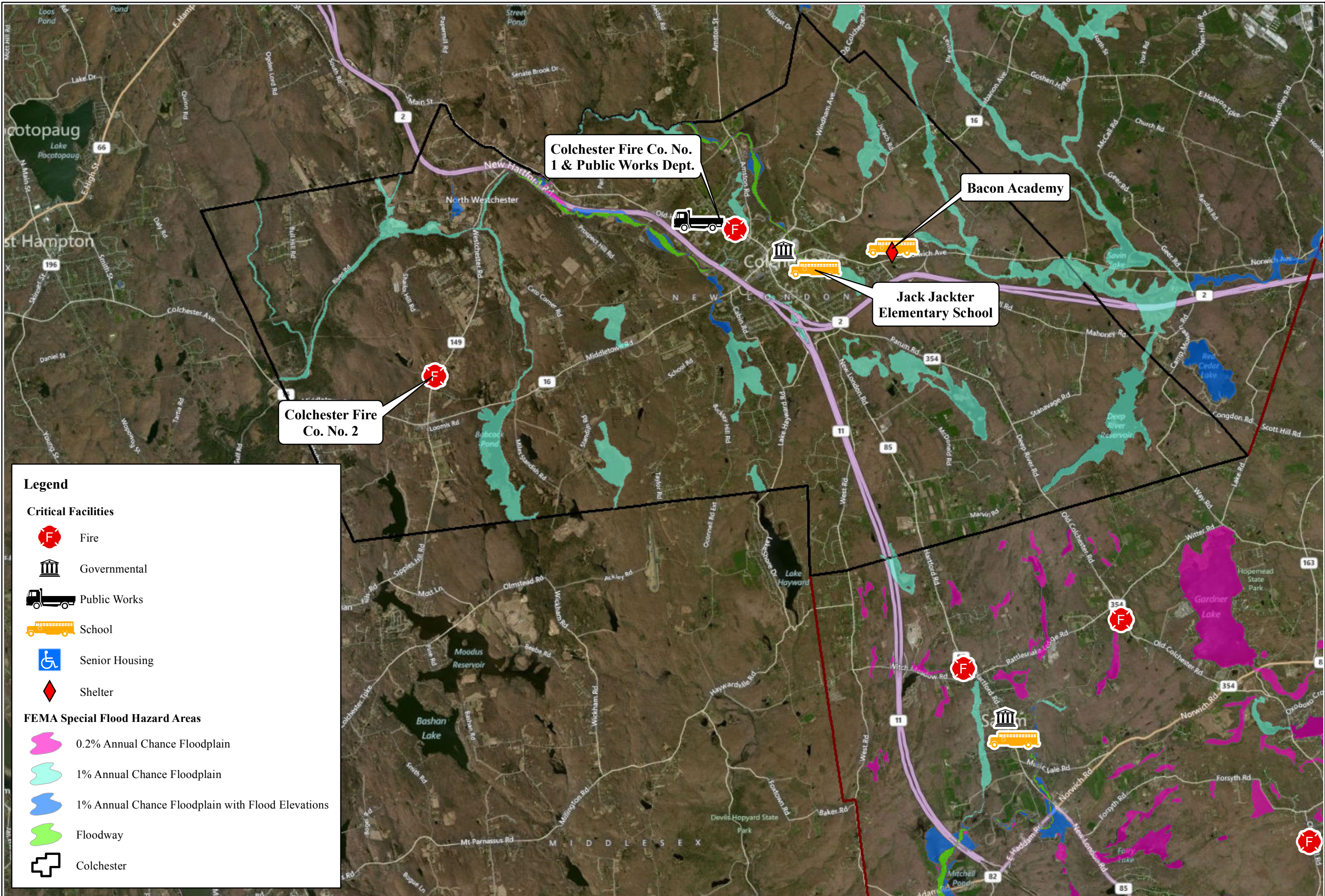
This section discusses specific areas at risk to inland flooding within Colchester.

3.3.1 Vulnerability Analysis of Areas along Watercourses

Parts of Dickinson Creek, the Salmon River, the Blackledge River, the Jeremy River, Meadow Brook, Pine Brook and Babcock Pond, Gillette Brook, Day Meadow Brook, Judd Brook, Governor Brook, Nelkin Brook, Cabin Brook, Hall Brook, Sherman Brook, Deep River and the Deep River Reservoir, Standish Brook and Witch Meadow Brook are associated with a SFHA. Sections of the Judd Brook, Day Meadow Brook and Meadow Brook are mapped as the SFHA Zone AE, indicating that flood elevations are available. Additional mapped SFHA floodplains are Zone A, indicating that elevations are not available.

The DFIRMs adopted in 2011 revealed two relatively large changes in Colchester: the Boretz Road area and the area adjacent to the Settlers Green residential project described in Section 2.0. A LOMR was reportedly completed for the Settlers Green project.

Refer to Figure 3-1 for the location of SFHAs within Colchester. There are a few areas of town where flooding is hazardous to residents, buildings, or roadways:



Legend

Critical Facilities

- Fire
- Governmental
- Public Works
- School
- Senior Housing
- Shelter

FEMA Special Flood Hazard Areas

- 0.2% Annual Chance Floodplain
- 1% Annual Chance Floodplain
- 1% Annual Chance Floodplain with Flood Elevations
- Floodway
- Colchester

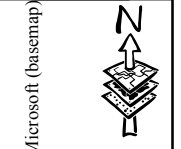
Colchester Fire Co. No. 1 & Public Works Dept.

Bacon Academy

Jack Jackter Elementary School

Colchester Fire Co. No. 2

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 www.miloneandmacbroom.com



SOURCE(S):
 Town of Colchester, FEMA, Microsoft (basemap)

FEMA Special Flood Hazard Areas
SCCOG HMP Update
Town of Colchester Annex
Colchester, Connecticut

Map By: SMG
 MMD#: 3570-05
 MXD: H:\3570-05\GIS\Maps\Colchester\Figure3-1.mxd
 1st Version: 7/16/2012
 Revision: 7/16/2012
 Scale: 1 in = 5,500 ft

Figure 3-1

- ❑ Lakeview Drive at Pickerel Lake suffers from poor drainage and nuisance flooding.
- ❑ An older subdivision in the Town Center experiences frequent basement flooding.
- ❑ A few bridges in Town are currently subject to ongoing scour.
- ❑ Two homes on Caverly Mill Road are subject to unsafe access conditions during significant floods. The wooden bridge remains serviceable, however, it becomes impassable.

The DFIRM mapping suggests that these transportation routes can be negatively affected by extreme flooding:

- ❑ Route 2, which is oriented east-west and runs from Lebanon to Marlborough across the center of Colchester,
- ❑ Route 16, which is oriented northeast-southwest and also enters Colchester from Lebanon to the east, but exits into East Hampton in the west,
- ❑ Route 11 which runs from Route 2 just south of the center of Colchester southerly to Salem, and
- ❑ Route 85 which extends from the Salem town line northerly through the Town Center and continues north into Hebron.

The DFIRM mapping shows FEMA flood zones stretching across all major roadways. According to town officials, the most problematic areas are those bridges that are subject to scour. The town wishes to place riprap in these locations to prevent further scour.

3.3.2 Vulnerability Analysis of Private Properties

As noted in Table 3-4 of the Multi-Jurisdictional HMP, a total of 42 structures in Colchester appear to be located in an SFHA floodplain. The majority of these structures are located in and around the Town Center and along Route 2 from the Town Center north towards the Hebron town line. Many of these structures are residential while a few are either commercial or industrial. Thirty-five structures appears to be located within the Zone A floodplain (the SFHA floodplain without flood elevations defined), while the remaining seven appear to be located either within Zone AE or the floodway in Zone AE.

Town personnel indicate that structures typically do not get flooded in Colchester due to riverine or overbank flood conditions, despite their locations in SFHAs. As shown in Table 3-5 of the Multi-Jurisdictional HMP, there are no repetitive loss properties in town. Such properties are those which have received two or more claim payments of more than \$1,000 from the NFIP with any rolling 10-year period for the home or business. However, the March 2010 rain events caused many basements to flood. The Town submitted reimbursement requests to FEMA, however Colchester was not reimbursed.

3.3.3 Vulnerability Analysis of Critical Facilities

As noted in Section 2.6, critical facilities that are structures are not located within SFHAs. The Town's public water supply wells are located in SFHAs but the wellheads are raised above base flood elevations. Therefore, flood risks to critical facilities are low.

3.4 Potential Mitigation Measures, Strategies, and Alternatives

Potential mitigation measures for reducing or eliminating the impact of inland flooding fall into the categories of prevention, property protection, emergency services, public education and awareness, natural resource protection, and structural projects. General potential mitigation measures that can be taken to reduce the effects of inland flooding were discussed in Section 3.7 and in Section 11.2.2 of the Multi-Jurisdictional HMP. General recommendations pertinent to all natural hazards that could affect the town are listed in Section 11 of this annex, as are specific measures pertinent to reducing inland flooding in the Colchester.

4.0 COASTAL FLOODING

4.1 Setting / Historic Record

Colchester is not located along the coastline nor is it located in a potential hurricane surge zone. As such, no coastal flooding or storm surge has affected the town since the last HMP. Therefore, the town is not considered to be affected by coastal flooding and storm surge.

4.2 Existing Programs, Policies, and Regulations

Due to the town not being on the coast, it does not have and/or need regulations to restrict development due to coastal flooding hazards.

4.3 Vulnerabilities and Risk Assessment

No areas of the town are vulnerable to coastal flooding or storm surge.

4.4 Potential Mitigation Measures, Strategies, and Alternatives

No mitigation measures for reducing the impact of coastal flooding or storm surge in the town are necessary or are proposed.

5.0 HURRICANES AND TROPICAL STORMS

5.1 Setting / Historic Record

Several types of hazards may be associated with tropical storms and hurricanes including heavy or tornado winds, heavy rains, and flooding. Flooding hazards are discussed in Section 3 of this annex. Wind hazards are widespread and can affect any part of the town. However, some buildings in the town are more susceptible to wind damage than others.

The last major hurricane or tropical storm wind event to affect the town was associated with Tropical Storm Irene in August 2011. Sections of trees fell throughout the town and the region causing power outages lasted up to seven to nine days in Colchester. The Town learned that communication between the Town and Connecticut Light & Power (CL&P) needs to greatly improve in order to efficiently and effectively clear roadways throughout town in the future.

5.2 Existing Programs, Policies, and Mitigation Measures

Wind loading requirements for new buildings are addressed through the Connecticut Building Code which is utilized by the town. Effective December 31, 2005, the design wind speed for the Colchester is 105 miles per hour. The Town does not have a specific requirement requiring that utilities be located underground in new developments; however the utilities for large subdivisions are placed underground.

Parts of trees (limbs) or entire tall and older trees may fall during heavy wind events, potentially damaging structures, utility lines, and vehicles. Utility lines are placed underground in new developments; however most electrical lines have historically been installed above ground. Some streetscaping of Lebanon Avenue **included the use of solar lighting as opposed to traditional electrical lines.**

The Tree Warden has a modest budget to contract tree removal and the Town attempts to coordinate tree removal with CL&P, but as evident with the issues following Tropical Storm Irene, the communication between the Town and CL&P must improve to limit issues to the furthest extent. CL&P trims trees along power lines, however coordination with the Town as to locations and timeframes have historically been non-existent. Following Tropical Storm Irene, many roads, including many State roads were blocked from egress due to downed wires and pieces of trees. The Town attempted to remove these from town roadways and, in some cases, State roadways, however often found they are unable to do so because of delayed response to remove downed wires by CL&P.

The Town's transfer station accepts brush, tree trunks, limbs, and leaves and typically sees an increase in collections following wind storms. This material is reused within Colchester whenever possible. The Town also has agreements with companies to chop/chip following heavy wind events in order to ensure that cleanup occurs as efficiently as possible.

Warning is one of the best ways to prevent damage from hurricanes and tropical storms, as these storms often are tracked well in advance of reaching Connecticut. The town can access National Weather Service forecasts via the internet as well as listening to local media outlets (television, radio) to receive information about the relative strength of the approaching storm. This

information provides the resources needed to determine whether or not to activate its EOP and encourage residents to take protective or evacuation measures if appropriate.

In addition, Colchester subscribes to the statewide CT Alert "Everbridge" Reverse 9-1-1 Emergency Notification System which provides residents the ability to register to receive warnings, critical information and area specific alerts.

Although hurricanes that have impacted Colchester have historically passed in a day's time, additional regional shelters could be outfitted following a storm with the assistance of the American Red Cross on an as-needed basis for long-term evacuees.

5.3 Vulnerabilities and Risk Assessment

The entire town is vulnerable to hurricane and tropical storm wind damage and from any tornadoes (Section 6) accompanying the storm, as well as inland flooding (Section 3). Of particular concern are the blockage of roads and the damage to the electrical power supply from falling trees and tree limbs. There was a town-wide seven to nine day power outage due to tree damage to utility lines following Tropical Storm Irene in 2011.

A majority of structures built in town do not meet current building codes and are particularly susceptible to roof and window damage from high wind events. This risk to structures will be reduced with time as these buildings are remodeled or replaced with buildings that meet current codes. Those newer structures put in place since the 1990s are less vulnerable to damage from hurricanes and/or tropical storms.

The strength of a large hurricane could cause a moderate economic impact to the town. The potential economic effect of wind damage to SCCOG was evaluated in the Multi-Jurisdictional HMP. A separate analysis was not performed specifically for Colchester.

5.4 Potential Mitigation Measures, Strategies, and Alternatives

Potential mitigation measures for reducing or eliminating the impact of wind damage fall into the categories of prevention, property protection, emergency services, public education and awareness, natural resource protection, and structural projects. General potential mitigation measures that can be taken to reduce the effects of wind damage from hurricanes and tropical storms were discussed in Section 5.7 and in Section 11.2.3 of the Multi-Jurisdictional HMP. General recommendations pertinent to all natural hazards that could affect the town are listed in Section 11 of this annex, as are specific measures pertinent to reducing wind damage to Colchester.

6.0 SUMMER STORMS AND TORNADOES

6.1 Setting / Historic Record

Similar to hurricanes and winter storms, wind damage associated with summer storms and tornadoes has the potential to affect any area of Colchester. Furthermore, because these types of storms and the hazards that result (flash flooding, wind, hail, and lightning) might have limited geographic extent, it is possible for a summer storm to harm one area within the town without harming another. Such storms occur in the town each year, although hail and direct lightning strikes to the town are rarer. No tornadoes have occurred in the town since the last HMP.

6.2 Existing Programs, Policies, and Mitigation Measures

Warning is the most viable and therefore the primary method of existing mitigation for tornadoes and thunderstorm-related hazards. The NOAA National Weather Service issues watches and warnings when severe weather is likely to develop or has developed, respectively. The town can access National Weather Service forecasts via the internet as well as listen to local media outlets (television, radio) to receive information about the relative strength of the approaching storm. This information allows the town to activate its EOP and encourage residents to take protective measures if appropriate.

Aside from warnings, additional methods of mitigation for wind damage are employed by the town as explained in Section 5.2 within the context of hurricanes and tropical storms. In addition, the Connecticut Building Code includes guidelines for the proper grounding of buildings and electrical boxes to protect against lightning damage.

6.3 Vulnerabilities and Risk Assessment

Summer storms are expected to occur each year and are expected to at times produce heavy winds, heavy rainfall, lightning, and hail. All areas of the town are equally likely to experience the effects of summer storms. The density of damage is expected to be greater near the more densely populated area of the town.

Most thunderstorm damage is caused by straight-line winds exceeding 100 mph. Experience has generally shown that wind in excess of 50 miles per hour (mph) will cause significant tree damage during the summer season as the effects of wind on trees is exacerbated when the trees are in full leaf. The damage to buildings and overhead utilities due to downed trees has historically been the biggest problem associated with wind storms. Heavy winds can take down trees near power lines, leading to the start and spread of fires. Such fires can be extremely dangerous during the summer months during dry and drought conditions. Fortunately, most fires are quickly extinguished due to the town's strong fire response and coordination with Connecticut DEEP fire fighters.

Lightning and hail are generally associated with severe thunderstorms and can produce damaging effects. All areas of the town are equally susceptible to damage from lightning and hail, although lightning damage is typically mitigated by warnings and proper grounding of buildings and equipment. Hail is primarily mitigated by warning, although vehicles and watercraft can often not be secured prior to the relatively sudden onset of a hailstorm. Lightning and hail are considered likely events each year, but typically cause limited damage in the town. Older

buildings are most susceptible to lightning and hail damage since many were constructed prior to current building codes, and many campgrounds offer little structural protection from the elements.

Although tornadoes pose a threat to all areas of Connecticut, their occurrence is least frequent in New London County as compared with the rest of the Connecticut. Thus, while the possibility of a tornado striking the town exists, it is considered to be an event with a very low probability of occurrence.

6.4 Potential Mitigation Measures

General potential mitigation measures that can be taken to reduce the effects of wind damage were discussed in Section 5.7 and in Section 11.2.3 of the Multi-Jurisdictional HMP. No additional recommendations are available specific to reducing damage from summer storms and tornadoes. Refer to Section 11 of this annex for recommendations related to wind damage and general recommendations related to emergency services in Colchester.

7.0 WINTER STORMS AND NOR'EASTERS

7.1 Setting / Historic Record

Similar to hurricanes and summer storms, winter storms have the potential to affect any area of the town. However, unlike summer storms, winter storms and the hazards that result (wind, snow, and ice) have more widespread geographic extent. In general, winter storms are considered highly likely to occur each year (major storms are less frequent), and the hazards that result (nor'easter winds, snow, and blizzard conditions) can potentially have a significant effect over a large area of the town.

Winter storms and nor'easters have affected the town since the last HMP as reported to the NCDC and reported by town officials. However, only the winter storms of 2010-2011 had a significant effect on the town during this period of time. The **privately-owned** Butler Building (which houses construction equipment) in town collapsed during the 2010-2011 winter, and a total of 12 homes were in danger with severe deflection and cracked sheetrock. All town-owned buildings were evaluated and critical roof areas were cleared. The town assisted some residents in clearing roofs with ladder trucks.

Winter Storm Alfred in October 2011 caused tree damage because Colchester received seven inches of wet, heavy snow. Even though the town experienced severe damage following Tropical Storm Irene just months before, some outages lasted five days in Colchester following Alfred. This is another example of why response and communication between CL&P and the Town must improve.

7.2 Existing Programs, Policies, and Mitigation Measures

Existing programs applicable to winter storm winds are the same as those discussed in Sections 5.2 and 6.2. Programs that are specific to winter storms are generally those related to preparing plows and sand and salt trucks; tree trimming and maintenance to protect power lines, roads, and structures; and other associated snow removal and response preparations.

As it is almost guaranteed that winter storms will occur annually in Connecticut, it is important to locally budget fiscal resources toward snow management. Snow is the most common natural hazard requiring additional overtime effort from town staff, as parking lots and roadways need constant maintenance during storms.

The Public Works Department oversees snow removal in the town through deployment of 10 town trucks and four contracted trucks. The crew operates on 14 snow plowing routes. The Connecticut Department of Transportation (DOT) plows the State roadways, while the town prioritizes routes by steepness, proximity to major facilities such as schools and other factors. A high priority is given to school bus routes that include steep hills. **Salt is** used for deicing in Colchester.

The Connecticut Building Code specifies that a pressure of 30 pounds per square foot be used as the base "ground snow load" for computing snow loading for roofs. The town monitors and shovels the roofs of municipal buildings when snow loads accumulate, and many residents and businesses shovel or plow their roofs.

7.3 Vulnerabilities and Risk Assessment

Severe winter storms can produce an array of hazardous weather conditions, including heavy snow, microclimates, blizzards, freezing rain and ice pellets, flooding, heavy winds, and extreme cold. Further "flood" damage could be caused by flooding from frozen water pipes. Often, tree limbs on roadways are not suited to withstand high wind and snow or ice loads.

Warning and education can prevent most injuries from winter storms. Most deaths from winter storms are indirectly related to the storm, such as from traffic accidents on icy roads and hypothermia from prolonged exposure to cold. Damage to trees and tree limbs and the resultant downing of utility cables are a common effect of these types of events. Secondary effects can include loss of power and heat.

As a result of a significant change in elevation in town with elevations ranging from approximately 650 feet along Bush Rock Road to approximately 75 feet along the Salmon River, there are many steep slopes and sometimes significant differences in snowfall totals dependent on elevation. This presents the possible situation of wintry weather impacting the highest elevations while the lowest elevations are not impacted.

In general, there are few steep slopes that require extra salting of the roadways in necessary locations to alleviate trouble spots. Town officials did not indicate this to be a major mitigation issue but rather an issue that deserves priority when town staff begins their treatment of roads. These areas are usually treated first by town staff during and following winter storms.

7.4 Potential Mitigation Measures, Strategies, and Alternatives

Potential mitigation measures for flooding caused by nor'easters include those appropriate for flooding that were discussed in Section 3.7 of the Multi-Jurisdictional HMP and Section 11 of this annex. However, winter storm mitigation measures must also address blizzards, snow, and ice hazards. General potential mitigation measures that can be taken to reduce the effects of wind damage were discussed in Section 5.7 and in Section 11.2.3 of the Multi-Jurisdictional HMP and Section 11 of this annex.

8.0 EARTHQUAKES

8.1 Setting / Historic Record

An earthquake is a sudden rapid shaking of the earth caused by the breaking and shifting of rock beneath the earth's surface. Earthquakes can cause buildings and bridges to collapse; disrupt gas, electric, and telephone lines; and often cause landslides, flash floods, fires, avalanches, and tsunamis. Earthquakes can occur at any time and often without warning. Detailed descriptions of earthquakes, scales, and effects can be found in Section 8 of the Multi-Jurisdictional HMP. Despite the low probability of an earthquake occurrence, earthquake damage presents a potentially catastrophic hazard to the town. However, it is very unlikely that the town would be at the epicenter of such a damaging earthquake. No major earthquakes have affected the town since the last HMP.

8.2 Existing Programs, Policies, and Mitigation Measures

The Connecticut Building Codes include design criteria for buildings specific to each region as adopted by Building Officials and Code Administrators (BOCA). These include the seismic coefficients for building design in Colchester. The town has adopted these codes for new construction, and they are enforced by the Zoning Enforcement Officer.

Due to the infrequent nature of damaging earthquakes, town land use policies do not directly address earthquake hazards. However, the potential for an earthquake and emergency response procedures is addressed in the town's EOP.

8.3 Vulnerabilities and Risk Assessment

Surficial earth materials behave differently in response to seismic activity. Unconsolidated materials such as sand and artificial fill can amplify the shaking associated with an earthquake. As noted in Section 2.1, areas adjacent to the most significant surface water bodies in Colchester including the Blackledge River, Salmon River, Deep River, Jeremy River, Meadow Brook, Judd Brook, Gardner Lake, Deep River Reservoir, and Bobcock Pond and some smaller water bodies have fairly extensive areas underlain by stratified drift. These areas are likely more at risk for earthquake damage than the areas of the town underlain by glacial till. The best mitigation for future development in areas of sandy material is the application of the most stringent standards in the Connecticut Building Code, exceeding the building code requirements, or, if the town deems necessary, the possible prohibition of new construction.

Unlike seismic activity in California, earthquakes in Connecticut are not associated with specific known active faults. However, bedrock in Connecticut and New England in general is typically formed from relatively hard metamorphic rock that is highly capable of transmitting seismic energy over great distances. For example, the relatively strong earthquake that occurred recently in Virginia was felt in Connecticut because the energy was transmitted over a great distance through such hard bedrock.

The built environment in the town primarily includes some more recent construction that is seismically designed. However, most buildings were built before the 1990s and therefore are not built to current building codes. In addition, there are areas such as town parks with recreational buildings or shelters that may not be seismically designed. Thus, it is believed that most

buildings would be at least moderately damaged by a significant earthquake. Those town residents who live or work in older, non-reinforced masonry buildings are at the highest risk for experiencing earthquake damage.

Areas of steep slopes can collapse during an earthquake, creating landslides. With a difference of upwards of five hundred feet in elevation, Colchester has areas of steep slopes and bluffs, although the majority of these features occur in undeveloped areas. Thus, landslides are not a great concern in the town.

Seismic activity can also break utility lines such as water mains, gas mains, electric and telephone lines, and stormwater management systems. Damage to utility lines can lead to fires, especially in electric and gas mains. Dam failure can also pose a significant threat to developed areas during an earthquake. For this HMP, dam failure has been addressed separately in Section 10.0. As noted previously, most utility infrastructure in the town is located above ground. A quick and coordinated response with CL&P will be necessary to inspect damaged utilities following an earthquake, to isolate damaged areas, and to bring backup systems online. This is another reason to improve communication with CL&P now. The coordinated response is covered in the Colchester EOP.

A *HAZUS-MH* analysis of the potential economic and societal impacts to the SCCOG region from earthquake damage is detailed in the Multi-Jurisdictional HMP. The analysis addresses a range of potential impacts from any earthquake scenario, estimated damage to buildings by building type, potential damage to utilities and infrastructure, predicted sheltering requirements, estimated casualties, and total estimated losses and direct economic impact that may result from various earthquake scenarios.

8.4 Vulnerabilities and Risk Assessment

Due to the low probability of occurrence, potential mitigation measures related to earthquake damage primarily include adherence to building codes and emergency response services. Both of these are mitigation measures common to all hazards as noted in Section 11 of this annex. The Multi-Jurisdictional HMP also includes additional recommendations for mitigating the effects of earthquakes that are also listed in Section 11.

9.0 WILDFIRES

9.1 Setting / Historic Record

Wildfires are considered to be highly destructive, uncontrollable fires. The most common causes of wildfires are arson, lightning strikes, and fires started from downed trees hitting electrical lines. Thus, wildfires have the potential to occur anywhere and at any time in both undeveloped and developed areas of Colchester. Structural fires in higher density areas of the town are not directly addressed herein.

According to town officials, Colchester has experienced a few multi-acre burns including a 25 acre burn in the Babcock Wildlife area approximately three years ago. Small fires have historically occurred during dry spring weather in Connecticut.

9.2 Existing Programs, Policies, and Mitigation Measures

Monitoring of potential fire conditions is an important part of mitigation. The Connecticut DEEP Forestry Division uses the rainfall data recorded by the Automated Flood Warning system to compile forest fire probability forecasts. This allows the DEEP to monitor drier areas to be prepared for forest fire conditions. The town can access this information over the internet. The town also receives "Red Flag" warnings via local media outlets.

Existing mitigation for wildland fire control is typically focused on building codes, public education, Fire Department training, and maintaining an adequate supply of equipment. As mentioned above, the two Fire Companies have access to both a Gator ATV and a brush truck.

The Town often recommends a fire pond or dry hydrant for new developments; however, neither is required. Draft subdivision amendments which have yet to be approved have some language regarding fire ponds and dry hydrants, although neither is required for new developments. Between the Gator All terrain Vehicle (ATV) and brush truck available to both Fire Companies, Colchester believes its services are fully capable. The Volunteer Fire Companies will continue to evaluate the level of risk and the need for additional hydrants or fire ponds as development continues in the future.

9.3 Emergency Response Capabilities

Forests and inaccessible tracks of land are at the highest risk for wildfires. However, according to town officials, the only area that was specifically mentioned as having a significant wildfire in the past is the Babcock Wildlife Area which is described above in Section 9.1. The town feels that the Gator ATV and brush truck are sufficient, along with existing fire ponds and dry hydrants. Refer to Figure 9-1 in the Multi-Jurisdictional HMP for a general depiction of wildfire risk areas region-wide.

9.4 Vulnerabilities and Risk Assessment

The Town of Colchester is generally a moderate risk area for wildfires. Potential mitigation measures for wildfires include a combination of prevention, education, and emergency planning measures as presented in Section 11.

10.0 DAM FAILURE

10.1 Setting / Historic Record

Dam failures can be triggered suddenly with little or no warning and often in connection with natural disasters such as floods and earthquakes. Dam failures can occur during flooding when the dam breaks under the additional force of floodwaters. In addition, a dam failure can cause a chain reaction where the sudden release of floodwaters causes the next dam downstream to fail. While flooding from a dam failure generally has a limited geographic extent, the effects are potentially catastrophic depending on the downstream population. A dam failure affecting Colchester is considered a possible event each year with potentially critical effects. No dam failures affected the town since the time of the last HMP.

10.2 Existing Programs, Policies, and Mitigation Measures

The Connecticut DEEP administers the Dam Safety Section and designates a classification to each state-registered dam based on its potential hazard as detailed in the regional plan. As noted in the Multi-Jurisdictional HMP, the lone high or significant hazard dam in Colchester is the Deep River Reservoir Dam, a Class C (high hazard) dam located near the Lebanon town line (Figure 10-1). Colchester has no Class B (significant hazard) dams within its municipal limits, but according to the "Connecticut Dams" datafile, published in 1996, the list of CT DEEP-registered dams in Colchester included 18 additional dams ranging in classification from BB to unclassified.

10.3 Vulnerabilities and Risk Assessment

As mentioned above, the Deep River Reservoir Dam (Class C) is the lone high hazard (Class C) or significant hazard (Class B) dam in Colchester, although 18 additional CT DEEP-registered dams are located within town limits according to the "Connecticut Dams" datafile, published in 1996. Failure of a Class C dam would result in any of the following: loss of life; major damage to habitable structures, residences, hospitals, convalescent homes, schools, and main highways; and a significant economic loss.

The description of the Deep River Reservoir Dam below is based on information available at the Connecticut DEEP Dam Safety Section and in files of Milone & MacBroom, Inc. It is noted that the failure of any of the other dams in Town could also have impacts on human life and property within Colchester, although these are not discussed in detail here in favor of the high hazard class.

- *Deep River Reservoir* is a Class C dam located at the north end of the reservoir, upstream of the Deep River Water Treatment Plant and Reservoir Avenue. **This dam is owned by Norwich Public Utilities, a municipal utility corporation.**



Legend

Dam Hazard Classification

- ◆ BB, A, AA or Unranked
- ◆ B
- ◆ C

Dam Failure Inundation Area

- Deep River Reservoir Dam
- Colchester

MILONE & MACBROOM
 Engineering, Architecture
 and Environmental Science
 99 Realty Drive
 Cheshire, Connecticut 06410
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SOURCE(S):
 USGS, CT DEEP, Town of Colchester

Dam Failure Inundation Area Mapping
SCCOG HMP Update
Town of Colchester Annex

Map By: SMG
MMID#: 3570-05
MXD#: H3570-05GISMapsColchesterFigure10-1.mxd
1st Version: 7/16/2012
Revision: 7/16/2012
Scale: 1 in = 5,000 ft

Figure 10-1

According to a 2008 Dam Inspection report by Milone & MacBroom, Inc., the dam consists of an earthen embankment with a concrete core wall, a stepped concrete spillway, and a gatehouse with outlet works. In 1972, the dam was raised by 24 feet to its present configuration. Construction included a new earthen embankment, concrete spillway, a gatehouse, and auxiliary earthen dike and spillway. The dam is 810 feet long, 62 feet high, and has an average top width of 20 feet. The dam outlet consists of a 42-inch steel pipe within a 48-inch diameter concrete pipe. The outlet pipe divides to two branches downstream of the dam, a 30-inch pipe and a 42-inch pipe. The 30-inch pipe discharges to the water treatment plant located several thousand feet downstream. The 42-inch pipe releases to the downstream channel at the toe of the slope.

The spillway is a 90-foot wide concrete ogee crest structure. The spillway channel is a 90-foot wide concrete chute with 10-foot high walls. A concrete gatehouse/outlet works control tower is centrally located on the upstream side of the dam.

The dam is equipped with a breakaway dike located along the northwest shoreline of the reservoir. The dike is earthen and approximately 240 feet long. The left and right shorelines of the dike are lined with riprap and overgrown with vegetation. The center 50 feet is unprotected and constructed of fine earthen material such that the central section would give way when water levels in the reservoir are rising. The crest of the dike was approximately 20 feet above the reservoir water level on the date of inspection. Water escaping the reservoir through the dike is constrained by natural topography and eventually flows into the inundation area downstream of the Deep River Dam in the low lying area adjacent to the water treatment plant. The topography downstream of the dike has been modified to create a flow path through a naturally existing chute. The flow path has been lined with riprap, presumably to provide erosion protection.

The spillway discharges to Deep River, which flows under Reservoir Road through twin culverts. Deep River flows through a marshy lowland before intersecting Route 2. The culvert under Route 2 is a 13-foot high by 16-foot wide cast-in-place concrete box culvert with flared wingwalls. Downstream of Route 2, the Deep River joins Sherman Brook and flows into the Yantic River.

An EOP was developed in March 2009 and includes a dam failure inundation area. Dam failure could result in damage to Route 2 and to several houses located approximately 2,500 feet downstream of the dam. **However, only one structure owned by Norwich Public Utilities would be damaged in Colchester.** The inundation area includes the Deep River Water Treatment Plant as well as the Lebanon Pines alcohol and drug rehabilitation facility in Lebanon.

The additional 18 dams held either a moderate hazard potential (Class BB), a low hazard potential (Class A), or were unranked. According to the same datafile, the Pine Brook subregional basin has the most number of dams in four, followed by the Meadow Brook and the Latimer basin with three each. The remaining dams are located in six of the remaining 16 drainage basins.

According to Town Officials, the Paper Mill Dam is located at a deteriorated mill and the dam may be removed in connection with site remediation. Reportedly, the CT DEEP is in favor of the dam's removal. Additionally, the CT DEEP is reportedly involved with the owner regarding the

condition of the Linwood Dam on Meadow Brook immediately north of Route 16. According to Town Officials, the dam is only four or five feet tall and the pond is drawn down twice each year.

Due to the fact that Colchester has only one Class C dam, Colchester is considered a low risk area for adverse impacts due to dam failure.

10.4 Potential Mitigation Measures, Strategies, and Alternatives

Suggested recommendations for the lower-hazard dams in Colchester are listed in Section 11.

11.0 RECOMMENDATIONS

11.1 Summary of Specific Recommendations

The Multi-Jurisdictional HMP provided several region-wide recommendations applicable to all hazards that are also pertinent to Colchester. In addition, recommendations throughout the sections of this Annex are also applicable as recommendations. These recommendations are listed below.

11.1.1 Recommendations Applicable to All Hazards

Regional Coordination

- Continue to promote inter-jurisdictional coordination efforts for emergency response.
- Continue to promote local and regional planning exercises that increase readiness to respond to disasters.
- Continue to evaluate communication capabilities and pursue upgrades to communication ensuring redundant layers of communication are in place within the town and with other SCCOG communities, New London County, and the State of Connecticut.
- Continue to promote regional transportation planning through SCCOG to balance general transportation, shipping, and potential evacuation needs.
- Work with SCCOG to perform a regional study to identify the vulnerability of critical facilities that may be unable to withstand natural hazard damage. Emphasis should be placed on critical infrastructure, shelters and other sites to ensure structural integrity against various hazards and adequacy of backup supplies.

Local Emergency Response

- Continue to review and update the town EOP at least once annually.
- Continue to maintain emergency response training and equipment and upgrade equipment when possible.
- Encourage local officials to attend FEMA-sponsored training seminars at the Emergency Management Institute (EMI) in Emmitsburg, Maryland. All of these workshops are free of charge. Tuition, travel and lodging are provided by FEMA for the EMI training. Annual training sessions include emergency management, environmental reviews, the FEMA grant programs, the NFIP and CRS and others related to other hazards.
- Continue to evaluate emergency shelters, update supplies, and check communication equipment.
- Ensure that emergency procedures are in place to minimize the potential for any releases of propane, fires, or explosions at the propane business in the center of town.

- ❑ Pursue the ARC-certification of the main shelter, Bacon Academy and the back-up shelter, Jack Jackter Elementary School which is also the Town's EOC.
- ❑ Continue to promote dissemination of public information regarding natural hazard effects and mitigation measures into local governmental and community buildings. Specifically,
 - ⇒ Obtain copies of the disaster planning guides and manuals from the "Are You Ready?" series (<http://www.ready.gov/are-you-ready-guide>).
 - ⇒ Encourage residents to purchase NOAA weather radios with an alarm feature.
 - ⇒ Post hazard preparedness information on the town's website. Include links to established sources at the State of Connecticut and FEMA.
- ❑ Continue to encourage town residents to register with the CT Alert Emergency Notification System via the ENS website (<http://www.ct.gov/ctalert/site/default.asp>) and continue to highlight this on the Town's web site.

Prevention

- ❑ Develop a checklist for land development applicants that cross-references the specific regulations and codes related to disaster resilience.
- ❑ Integrate elements of this HMP into the *Plan of Conservation and Development* during the next update and beyond.
- ❑ Consider requiring the underground installation of utilities for new development to the greatest extent/feasibility. Areas of shallow bedrock will likely be limiting.
- ❑ Continue reviewing building plans to ensure proper access for emergency vehicles.
- ❑ Continue to enforce the appropriate building code for new building projects.
- ❑ Encourage residents to install and maintain lightning rods on their buildings.

Natural Resource Protection & Open Space

- ❑ Continue to regulate development in protected and sensitive areas including steep slopes, wetlands, and floodplains.

Public Education & Awareness

- ❑ Conduct a "Natural Hazards Fair" so that interested parties can familiarize themselves with natural hazard mitigation options. Consider working different "hazard weeks" into public education plans when possible tying into national hazard weeks such as "Fire Prevention Week", "Hurricane Preparedness Week", and others.

11.1.2 Recommendations Applicable to Inland Flooding

Prevention

- ❑ Continue to regulate new development activities within SFHAs to the greatest extent possible within the local land use regulations.
- ❑ Require developers to demonstrate whether detention or retention of stormwater is the best option for reducing peak flows downstream.
- ❑ Conduct an annual inspection of floodprone areas that are accessible to town officials. Determine if potential flood damage is stormwater facility related and make recommendations as appropriate.
- ❑ Both Subdivision and Zoning Regulations should be updated to integrate the NFIP regulations associated with the current DFIRM mapping which, for New London County, was updated on July 18, 2011.

Property Protection

- ❑ Incorporate information on the availability of flood insurance into all hazard-related public education workshops.
- ❑ Make available FEMA-provided flood insurance brochures at public accessible places such as the local government buildings. Encourage residents to purchase flood insurance if they are located within a FEMA SFHA.
- ❑ Provide technical assistance to owners of non-residential structures that suffer flood damage regarding floodproofing measures such as wet and dry floodproofing.
- ❑ Encourage residents to continue to submit flood insurance claims following damage events.

Emergency Services

- ❑ Pursue mutual aid agreements with such organizations as the American Red Cross and the Boy Scouts of America to provide volunteer labor during flooding to assist with response activities.

Public Education and Awareness

- ❑ Visit schools (as is currently done under fire prevention) and educate children about the risks of floods (and other natural hazards) and how to prepare for them.
- ❑ Encourage builders, developers, and architects to become familiar with the NFIP land use and building standards by attending annual workshops.

Natural Resource Protection

- ❑ Pursue the acquisition of additional municipal open space in SFHAs.
- ❑ Continue to aggressively pursue wetlands protection through existing wetlands regulations. Incorporate performance standards into subdivision reviews to include additional protective measures such as conservation easement areas around wetlands and watercourses.

Structural Projects

- ❑ Utilize recently available extreme rainfall data to determine existing sizing of culverts. Encourage bridge replacements and culvert replacements in areas found to be undersized. Web sites such as <http://precip.eas.cornell.edu/> publish this information.
- ❑ Continue to perform catch basin and culvert surveys to perform maintenance and cleaning and to identify and prioritize structures in need of replacement.
- ❑ Pursue funding to place riprap in areas of bridge scouring throughout town to limit further damage.
- ❑ Work with the homeowners at the end of Caverly Mill Road to formally abandon the road and convert it into a private driveway. The town will continue to warn the two homeowners prior to significant storms of the likelihood of flooding. This recommendation remains from the 2005 Hazard Mitigation Plan Annex, but was mistakenly referred to as the "Savin's Pond" bridge.

11.1.3 Recommendations Applicable to Wind Damage from Hurricanes, Tropical Storms, Summer Storms, Tornadoes, and Winter Storms

Prevention

- ❑ Work with Connecticut Light & Power to improve communications and coordination to limit the replication of the outages such as the significant outages following Tropical Storm Irene and Winter Storm Alfred of 7-9 and 5 days respectively.
- ❑ Encourage Connecticut Light & Power to also cut down trees as opposed to just trimming trees near power lines.
- ❑ Continue to contract out appropriate tree maintenance to the greatest extent possible.

Property Protection

- ❑ Promote the use of functional shutters for older buildings in the town to guard against window breakage which can result in structural failure.
- ❑ The Building Official should make information on wind-resistant construction techniques (such as hurricane straps) available to all building permit applicants.

- Encourage commercial building owners to develop Emergency Response Plans and identify mitigation opportunities.

Emergency Services

- Consider surveying all town-owned buildings to determine their ability to withstand wind loading, particularly shelters and schools. Such effort could be included in the regional critical facility study described in Section 2.8.

Public Education and Awareness

- Visit schools (as is currently done under fire prevention) and educate children about the risks of wind events (and other natural hazards) and how to prepare for them.

11.1.4 Recommendations Exclusively Applicable to Winter Storms

- Consider drafting a written plan for inspecting and prioritizing the removal of snow from town-owned structures.
- Continue making funding available to the Public Works Department each budget year for clearing snow from roads and parking lots.
- Provide information for generally protecting town residents during cold weather and for mitigating icing and insulating pipes at residences.
- Consider posting the snow plowing routes in Town Hall and on the town's web site such that residents and business owners may better understand their risks during winter travel.
- Continue to identify areas that are difficult to access during winter storm events and develop contingency plans for emergency personnel.

11.1.5 Recommendations Applicable to Earthquakes

- Ensure that town departments have adequate backup supplies and facilities for continued functionality in case earthquake damage occurs to these buildings and critical facilities. This should be part of the regional critical facility study discussed in Section 2.8.
- Consider preventing residential development in areas prone to collapse such as below steep slopes or in areas underlain by stratified drift and prone to liquefaction.

11.1.6 Recommendations Applicable to Wildfires

- Continue to evaluate dry hydrants, fire ponds, and areas at risk of wildfire in the town if /when they develop.
- Consider placing fire pond or dry hydrants language into Subdivision Regulation amendments.

- ❑ Continue to support public outreach programs to increase awareness of forest fire danger, equipment usage, and protecting homes from wildfires. Educational materials should be made available at the Town Hall.
- ❑ Ensure that provisions of town regulations regarding fire protection facilities and infrastructure are being enforced.

11.1.7 Recommendations Applicable to Dam Failure

- ❑ Work with the CT DEEP to provide assistance to the 18 owners of low-ranking dams (Classes BB, A, AA and unranked) regarding resources available for inspections and maintenance including the Paper Mill Dam and the Linwood Dam which CT DEEP is currently involved in.

11.2 Prioritization of Specific Recommendations

As explained in Section 11.3 of the Multi-Jurisdictional HMP, the STAPLEE method was utilized in this annex to prioritize recommendations. Table 11-1 presents the STAPLEE matrix for the Town of Colchester. Each recommendation includes the department or commission responsible for implementing the recommendation, a proposed schedule, and whether or not the recommendation is new or originally from the previous HMP. Refer also to Section 2.7 for the list of previous plan recommendations and whether or not each recommendation was carried forward into this HMP.

TABLE 11-1: TOWN OF COLCHESTER STAPLEE MATRIX FOR PRIORITIZING RECOMMENDATIONS

Implementation of Current Recommendations	Existing or New Recommendation?	Responsible Department ¹	Schedule	Cost ²	Potential Funding Source ³	Weighted STAPLEE Criteria ⁴														Total STAPLEE Score
						Benefits							Costs							
						Social	Technical (x2)	Administrative	Political	Legal	Economic (x2)	Environmental	STAPLEE Subtotal	Social	Technical (x2)	Administrative	Political	Legal	Economic (x2)	
ALL HAZARDS																				
Regional Coordination																				
Continue to promote inter-jurisdictional coordination efforts for emergency response	New	BS, FC	2012-2017	Minimal	OB	1	1	1	1	1	1	1	9.0				0.0	9.0		
Continue to promote local and regional planning exercises that increase readiness to respond to disasters	New	BS, EM	2012-2017	Low	OB	1	1	1	1	1	0.5	1	8.0				0.0	8.0		
Continue to evaluate communication capabilities and pursue upgrades to communication and ensure redundant equipment is available	Existing	EM, FC	2012-2017	Low	OB, CI	1	1	1	1	1	1	1	9.0				-1.0	8.0		
Continue to promote regional transportation planning through SCCOG	Existing	BS	2012-2017	Low	OB	1	1	1	1	1	0.5		7.0				0.0	7.0		
Work with the SCCOG to perform a regional study of the vulnerability of critical facilities to natural hazard damage	New	EM	2012-2017	Low	OB	1	1	1	1	1	0.5		7.0				0.0	7.0		
Local Emergency Response																				
Continue to review and update the town EOP at least once annually	Existing	BS, FC	2012-2017	Low	OB	1	1	1	1	1	1	1	9.0				0.0	9.0		
Continue to maintain emergency response training and equipment and upgrade equipment when possible	Existing	BS, FC	2012-2017	Moderate	OB, CI	1	1	1	1	1	0.5	1	8.0				-0.5	-1.0	7.0	
Encourage town officials to attend FEMA-sponsored training seminars at EMI	New	EM	2012-2017	Minimal	OB	0.5	0.5	1	1	1	1	0.5	7.0				0.0	7.0		
Continue to evaluate emergency shelters, update supplies, and check communication equipment	Existing	EM, FC	2012-2017	Low	OB	1	1	1	1	1	1		8.0				0.0	8.0		
Ensure that emergency procedures are in place to minimize the potential for any releases of propane, fires or explosions at the town center business	New	EM, FC	2012-2017	Low	OB	1	1	1	1	1	1		8.0				0.0	8.0		
Identify a replacement EOC as the Town Hall has become outdated	New	EM, FC	2012-2017	Low	OB	1	1	1	1	1	1	1	9.0				0.0	9.0		
Pursue American Red Cross-certification of the Elementary School and Gardner Lake Fire Company	New	EM, FC	2012-2017	Low	OB	1	1	1	1	1	1	1	9.0				0.0	9.0		
Continue to promote dissemination of public information regarding natural hazard effects into local government and community buildings	Existing	EM, PL	2012-2017	Minimal	OB	1	1	1	1	1	1	1	9.0				0.0	9.0		
Prevention																				
Develop a checklist for land development applicants that cross-references the specific regulations and codes related to disaster resilience	New	ZE	2012-2017	Minimal	OB	1	1	1	1	1	1		8.0			-0.5	-0.5	7.5		
Integrate elements of this HMP into the Plan of Conservation and Development during the next update and beyond	New	PZ, ZE	2012-2017	Low	OB	1	1	1	1	1	1	1	9.0			-1	-0.5	-1.5	7.5	
Consider requiring underground installation of utilities for new development to the greatest extent/feasibility	New	PZ	2012-2017	Minimal	OB	1	1	1	1	1	0.5		7.0	-0.5		-0.5		-1.0	6.0	
Continue reviewing building plans to ensure proper access for emergency vehicles	New	FC	2012-2017	Minimal	OB	1	1	1	1	1	1		8.0					0.0	8.0	
Continue to enforce the appropriate building code for new building projects	New	BD, ZE	2012-2017	Minimal	OB	1	1	1	1	1	1		8.0					0.0	8.0	
Encourage residents to install and maintain lightning rods on their structures	New	FC, BD	2012-2017	Minimal	OB	1	0.5	1	1	1	1	0.5	7.5					0.0	7.5	
Natural Resource Protection & Open Space																				
Continue to regulate development in protected and sensitive areas including steep slopes, wetlands, and floodplains	New	PZ	2012-2017	Minimal	OB	1	1	1	1	1	1	1	9.0					0.0	9.0	
Public Education & Awareness																				
Conduct a "Natural Hazards Fair" and consider working different "Hazard Weeks" into the town's public education program	New	EM, FC	2012-2017	Moderate	OB	1	1	0.5	0.5	1	1		7.0			-0.5	-0.5	-1.0	6.0	
INLAND FLOODING																				
Prevention																				
Continue to regulate new development activities within SFHAs to the greatest extent possible within town land use regulations	New	PZ	2012-2017	Minimal	OB	1	1	1	1	1	1	1	9.0					0.0	9.0	
Require developers to demonstrate whether detention or retention of stormwater is the best option for reducing peak flows downstream	New	PZ	2012-2017	Minimal	OB	0.5	1	1	1	1	1	0.5	8.0					0.0	8.0	
Conduct an annual inspection of floodprone areas that are publically accessible and recommend drainage improvements as appropriate	New	PW	2012-2017	Low	OB	1	1	1	0.5	1	0.5	0.5	7.0					0.0	7.0	
Update Zoning and Subdivisions to integrate the NFIP regulations associated with the current DFIRM mapping updated on July 18, 2011	New	PW	2012-2017	Minimal	OB	1	1	1	0.5	1	0.5	0.5	7.0					0.0	7.0	
Property Protection																				
Incorporate information on the availability of flood insurance into all hazard-related public education workshops	New	BD, EM	2012-2017	Low	OB	1	1	0.5	0.5	1	1		7.0	-0.5				-0.5	6.5	
Make available FEMA-provided flood insurance brochures and encourage residents to purchase insurance if they are in a SFHA	New	BD, EM	2012-2017	Minimal	OB	1	1	1	1	1	1		8.0					0.0	8.0	
Provide technical assistance to owners of non-residential structures that suffer flood damage regarding flooding measures	New	EM, FC	2012-2017	Low	OB	1	0.5	0.5	1	1	1	0.5	7.0					0.0	7.0	
Encourage residents to submit flood insurance claims following damage events	New	All	2012-2017	Minimal	OB	1	1	1	1	1	1		8.0					0.0	8.0	
Emergency Services																				
Pursue mutual aid agreements with non-profits to provide volunteer labor for esponse activities	New	EM, FC	2012-2017	Low	OB	1	1	1	1	1	1		8.0					0.0	8.0	

TABLE 11-1: TOWN OF COLCHESTER STAPLEE MATRIX FOR PRIORITIZING RECOMMENDATIONS

Implementation of Current Recommendations	Existing or New Recommendation?	Responsible Department ¹	Schedule	Cost ²	Potential Funding Source ³	Weighted STAPLEE Criteria ⁴														Total STAPLEE Score								
						Benefits							Costs															
						Social	Technical (x2)	Administrative	Political	Legal	Economic (x2)	Environmental	STAPLEE Subtotal	Social	Technical (x2)	Administrative	Political	Legal	Economic (x2)		Environmental	STAPLEE Subtotal						
Public Education and Awareness																												
Visit schools and educate children about the risks of flooding and how to prepare	New	FC	2012-2017	Low	OB	1	1	1	1	1	1						8.0							0.0	8.0			
Encourage builders, developers, and architects to become familiar with NFIP land use and building standards at annual workshops	New	PZ, ZE	2012-2017	Low	OB	1	1	1	1	1	1						8.0			-0.5						-0.5	7.5	
Natural Resource Protection																												
Pursue the acquisition of additional municipal open space in SFHAs	New	BS	2012-2017	High	OB	1	1	1	1	1	1	1					9.0								-1	-2.0	7.0	
Continue to aggressively pursue wetlands protection and incorporate performance standards into subdivision reviews	New	PZ	2012-2017	Low	OB	1	1	1	1	1	1	1					9.0	-0.5		-0.5							-1.0	8.0
Structural Projects																												
Utilize the recently available extreme rainfall data to determine existing culvert sizing and encourage upgrades where undersized	New	PW	2012-2017	Moderate	CI	0.5	1	1	0.5	1	1						7.0								-1	-2.0	5.0	
Continue to perform catch basin and culvert surveys to prioritize upgrades and perform maintenance and cleaning	Existing	PW	2012-2017	Moderate	OB	1	1	1	1	1	0.5	0.5					7.5										0.0	7.5
Pursue funding to place riprap in areas of scouring throughout town to limit further erosion	New	PW, EM	2012-2017	High	CI	1	1	1	1	1	1						8.0			-0.5							-2.0	6.0
Work with the homeowners at the end of Caverly Mill Road to convert it into a private driveway	New	PW, EM	2012-2017	High	CI	1	1	1	1	1	1						8.0			-0.5							-2.0	6.0
WIND DAMAGE FROM HURRICANES, TROPICAL STORMS, SUMMER STORMS, TORNADOES, AND WINTER STORMS																												
Prevention																												
Work with CL&P to improve communications and coordination to limit future outages such as following T.S. Irene and Winter Storm Alfred	New	EM, FC	2012-2016	Minimal	OB, CI	1	0.5	1	1	1	0.5						6.0										0.0	6.0
Encourage CL&P to also cut down trees as opposed to just trimming trees near their power lines	New	EM	2012-2017	Minimal	OB	1	1	1	1	1	1	1					9.0									-0.5	-0.5	8.5
Continue to perform appropriate tree maintenance to the greatest extent possible	Existing	PW	2012-2017	Minimal	OB	1	1	1	1	1	1	1					9.0									-0.5	-0.5	8.5
Property Protection																												
Promote the use of functional shutters for older buildings in the town and investigate funding sources	New	ZE, PZ	2012-2017	Minimal	OB, CI	1	0.5	1	1	1	0.5						6.0										0.0	6.0
Make information on wind-resistant construction techniques available to all building permit applicants	New	ZE, PZ	2012-2017	Low	OB	1	1	1	1	1	1						8.0										0.0	8.0
Encourage commercial building owners to develop Emergency Response Plans and identify mitigation opportunities	New	ZE, FC	2012-2017	Low	OB	1	1	1	1	1	1						8.0										0.0	8.0
Emergency Services																												
Consider surveying all town-owned buildings to determine their ability to withstand wind loading giving priority to the oldest buildings	New	ZE, BD	2012-2017	Low	OB	1	0.5	1	0.5	1	0.5						5.5										0.0	5.5
Public Education and Awareness																												
Visit schools and educate children about the risks of wind events and how to prepare for them	New	FC	2012-2017	Low	OB	1	1	1	1	1	0.5						7.0										0.0	7.0
WINTER STORMS																												
Consider drafting a written plan for inspecting and prioritizing the removal of snow from town-owned structures	New	ZE, EM	2012-2017	Low	OB	0.5	1	1	1	1	0.5						6.5										0.0	6.5
Continue making funding available to the Public Works Department each year for clearing snow from roads and parking lots	New	BS	2012-2017	High	OB	1	1	1	1	1	0.5						7.0										0.0	7.0
Provide information for protecting Town residents during cold weather and for mitigating icing and insulating pipes at residences	New	BD	2012-2017	Low	OB	1	1	1	1	1	1						8.0										0.0	8.0
Consider posting snow plow routes in Town Hall and on the town's web site so residents and businesses better understand procedures	New	FC, PW	2012-2017	Moderate	OB	1	1	1	0.5	0.5	1						7.0			-0.5							-2.5	4.5
Continue to identify areas that are difficult to access during winter storm events and develop contingency plans to access such areas	New	FC, PW	2012-2017	Minimal	OB	1	1	1	1	1	1						8.0										0.0	8.0
EARTHQUAKES																												
Ensure that town departments have adequate backup supplies and facilities for continued functionality following an earthquake	New	BS	2012-2017	Moderate	OB, CI		0.5	1	0.5	0.5							3.0			-0.5							-2.0	1.0
Consider preventing residential development in areas prone to collapse such as below steep slopes or areas prone to liquefaction	New	PZC	2012-2017	Minimal	OB	0.5	1	1	0.5	0.5	1	0.5					7.0										-0.5	6.5

TABLE 11-1: TOWN OF COLCHESTER STAPLEE MATRIX FOR PRIORITIZING RECOMMENDATIONS

Implementation of Current Recommendations	Existing or New Recommendation?	Responsible Department ¹	Schedule	Cost ²	Potential Funding Source ³	Weighted STAPLEE Criteria ⁴														Total STAPLEE Score
						Benefits							Costs							
						Social	Technical (x2)	Administrative	Political	Legal	Economic (x2)	Environmental	STAPLEE Subtotal	Social	Technical (x2)	Administrative	Political	Legal	Economic (x2)	
WILDFIRES																				
Continue to evaluate fire flows, available water supply, and areas at risk of wildfire in the town if/when they develop	New	FC	2012-2017	Minimal	OB	1	1	1	1	1	1	0.5	8.5				0.0	8.5		
Consider placing fire pond or dry hydrants language into Subdivision Regulation amendments	New	FC	2012-2016	High	OB, CI	1	0.5	1	1	1	0.5		6.0				0.0	6.0		
Continue to support public outreach programs to increase awareness of forest fire danger, equipment usage, and protecting homes	New	FC	2012-2017	Low	OB	1	1	1	1	1	0.5	1	8.0				0.0	8.0		
Ensure that provisions of town regulations regarding fire protection facilities and infrastructure are being enforced	New	ZE	2012-2017	Low	OB	0.5	0.5	1	0.5	1	0.5		5.0				0.0	5.0		
DAM FAILURE																				
Work with the CT DEEP to provide assistance to the 18 owners of low-ranking dams, specifically Paper Mill and Linwood Dams	New	PW, EM	2012-2017	Minimal	OB	0.5	0.5	0.5	0.5	1		0.5	4.0				0.0	4.0		

NOTES

- Departments:
 - BS = Board of Selectmen
 - EM = Emergency Management Director
 - FC = Fire Companies (Salem Volunteer Fire Company & Gardner Lake Volunteer Fire Company)
 - PW = Public Works Department
 - ZE = Zoning Enforcement Officer
 - PZ = Planning & Zoning Commission
 - BD = Building Department
- Minimal = To be completed by staff or volunteers where costs are primarily printing, copying, or meetings; Low = Costs are less than \$10,000; Moderate = Costs are less than \$100,000; High = Costs are > than \$100,000.
- OB = Operating Budget; CI = Capital Improvement budget; a * indicates that grant funding is needed and will be pursued
- A beneficial or favorable rating = 1; an unfavorable rating = -1. Technical and Financial benefits and costs are double-weighted (i.e. their values are counted twice in each subtotal)

APPENDIX A
ADOPTION RESOLUTION

SAMPLE RESOLUTION

TOWN OF COLCHESTER HAZARD MITIGATION PLAN UPDATE

WHEREAS, the Town of Colchester has historically experienced damage from natural hazards and continues to be vulnerable to the effects of flooding, thunderstorms, high wind, winter storms, wildfires, earthquakes, and dam failure, resulting in loss of property and life, economic hardship, and threats to public health and safety;

WHEREAS, the Southeastern Connecticut Council of Governments, of which the Town of Colchester is a member, has developed and received conditional approval from the Federal Emergency Management Agency (FEMA) for its Hazard Mitigation Plan Update under the requirements of 44 CFR 201.6;

WHEREAS, the Plan specifically addresses hazard mitigation strategies and Plan maintenance procedures for the Town of Colchester;

WHEREAS, the Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural hazards that impact the Town of Colchester, with the effect of protecting people and property from loss associated with those hazards;

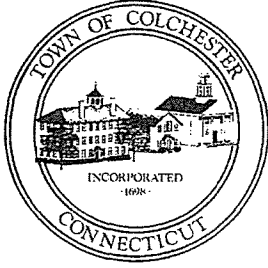
WHEREAS, adoption of this Plan will make the Town of Colchester eligible for funding to alleviate the impacts of future hazards;

NOW THEREFORE BE IT RESOLVED by the Board of Selectmen of the Town of Colchester that:

1. The Plan is hereby adopted as an official plan of the Town of Colchester;
2. The respective officials identified in the mitigation strategy of the Plan are hereby directed to pursue implementation of the recommended actions assigned to them;
3. Future revisions and Plan maintenance required by 44 CFR 201.6 and FEMA are hereby adopted as a part of this resolution for a period of five (5) years from the date of this resolution.
4. An annual report on the progress of the implementation elements of the Plan shall be presented to the Board of Selectmen by October 1 of each calendar year.

PASSED by the Board of Selectmen this _____ day of _____ (month), _____ (year).

(Signature Blocks as Required)



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

December 17, 2012

TO: Board of Selectman

FROM: N. Reed Gustafson – Emergency Management Director

RE: EMPG Grant Application

The EMPG (Emergency Management Program Grant) allows the Town of Colchester to receive a reimbursement for FEMA for fifty percent of the Emergency Management Directors salary as well as fifty percent of the internet and phone cost at the EOC. The only requirement is that the EOC participate in the quarterly radio test with the DEMHS Region 4 office.

I recommend the Board of Selectman approve this grant request with a “Motion to approve the 2013 EMPG grant application and the First Selectman to sign all necessary documents for same”.

Authorizing Resolution of the
TOWN OF COLCHESTER

CERTIFICATION:

I, Nancy A. Bray, Town Clerk of the Town of Colchester, do hereby certify that the following is a true and correct copy of a resolution adopted by the Board of Selectmen at its duly called and held meeting on December 21, 2012, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

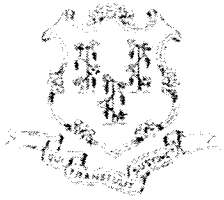
RESOLVED, that the Town of Colchester may enter into with and deliver to the State of Connecticut Department of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Gregg B. Schuster, as First Selectman of the Town of Colchester, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Colchester and the Board of Selectmen and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

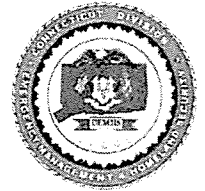
The undersigned further certifies that Gregg B. Schuster now holds the office of First Selectman and that he has held that office since November 21, 2011.

IN WITNESS WHEREOF: The undersigned has executed this certificate this day of December, 2012.

Nancy A. Bray, Town Clerk



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



November 26, 2012

The Honorable Gregg Schuster
First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, CT 0641

Dear Mr. Schuster:

I am pleased to forward for your signature the Emergency Management Performance Grant sub-grant award in the amount of \$3,886.00 (of which \$1,943.00 is federal funding and \$1,943.00 is sub-grantee match). The aim of this funding is to assist your community in maintaining a robust local emergency management program.

Please review the award carefully and pay particular attention to the general and special grant conditions. Afterwards, sign and date the award, initial as indicated, and return it to:

Anthony Scalora
DEMHS Region 4 Coordinator
State Police Troop K
15-B Old Hartford Road
Colchester, CT 06415

Consistent with previous years, this sub-grant award is based on your approved grant application and your community's population.

Audit quality documentation of allowable expenditures must accompany reimbursement requests and should be submitted to Anthony Scalora, DEMHS Region 4 Coordinator, for processing. Please note that all requests must include an original signature by the local finance director or someone of equal authority on FEMA Form 85-21.

You will be sent a fully executed copy of the subgrant award for your files. We thank you for your participation in the EMPG program and your community's continued commitment to the protection of our citizens.

Sincerely,

William P. Shea
Deputy Commissioner

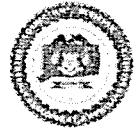
Enclosures

CC: Mr. N Reed Gustafson, Emergency Management Director
Anthony Scalora, DEMHS Region 4 Coordinator

25 Sigourney Street, 6th floor, Hartford, CT 06106
Phone: 860.256.0800 / Fax: 860.256.0815
An Affirmative Action/Equal Employment Opportunity Employer



STATE OF CONNECTICUT
 DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
 Division of Emergency Management & Homeland Security
 1111 Country Club Road, 3rd Floor North
 Middletown, CT 06457



NOTICE OF GRANT AWARD

The Department of Emergency Services & Public Protection hereby makes the following grant award in accordance with the Department of Defense and Full-Year Continuing Appropriations Act, 2011 (Public Law 112-10), and in accordance with the grant solicitation and the attached grant application, if applicable.

Grantee: Town of Colchester
 Address: 127 Norwich Avenue
 City/State/Zip: Colchester, CT 06415

Town Code:
 State Agency Code:
 Federal Employer ID No.: 06-6001974

DEMHS Grant No.: 011E028A
 Project Title: EMPG FYY 2011
 Date of Award: November 26, 2012

Period of Award:	From: <u>10/1/2011</u>	To: <u>9/30/2012</u>
Amount Of Award:	Federal: <u>\$1,943.00</u>	State: <u>\$ 0</u>
	State Match: <u>\$ 0</u>	Grantee Match: <u>1,943.00</u>
	Interest: <u>\$ 0.00</u>	Other: _____ Specify <u>\$ 0.00</u>

Total Budget: \$3,886.00

Fed Grant No.: EMW-2011-EP-00083 CFDA No.: 97.042 Grantee Fiscal Year From: July 1 To: June 30

My signature below, for and on behalf of the above named grantee, indicates acceptance of the above referenced award and further certifies that:

- I have the authority to execute this agreement on behalf of the grantee; and
- The grantee will comply with the attached General and Special Grant Conditions, and Standard Assurances, Reporting Schedule, and Inventory requirements contained within this Grant Award Package.

By: _____
 Signature of Authorized Official _____ Date _____

 Typed Name and Title of Authorized Official

FOR THE DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION

By: _____
 Signature of Authorized Official _____ Date _____

 William P. Shea, Deputy Commissioner
 Typed Name and Title of Authorized Official

SUMMARY DESCRIPTION OF FUNDING

Through this accord, the Town of Colchester will use grant funding in the amount of \$1,943.00 from the Emergency Management Performance Grant for costs related to supporting all-hazards emergency management mission areas.



State of Connecticut
Department of Emergency Services & Public Protection
Division of Emergency Management & Homeland Security



GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as grantee. Grant funds shall not, without advance written approval by DEMHS, be obligated prior to the starting date or subsequent to the termination date of the grant period.

SECTION 2: Fiscal Control.

The grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

- 3.1. Financial records, supporting documents, statistical records, and all other records pertaining to this grant shall be retained for a period of three years starting from the date of the submission of the final expenditure report, with the following qualifications.
- 3.2. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 3.3. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.
- 3.4. The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the grantee or its subcontractors or subgrantees pertaining to work performed under this agreement. The State will give grantee or such subcontractor or sub-grantee at least twenty-four hour's notice of such intended examination. At the State's request, the grantee shall provide the State with hard copies of or magnetic tape containing any data or information relating to the State's business, which data or information is in the possession or control of the grantee. The grantee shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or sub-grantee relating to this grant.

SECTION 4: Insurance.

The grantee agrees that while performing any service specified in this grant, the grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with the Division of Emergency Management and Homeland Security prior to the performance of services.

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the grantee shall participate in the selection, award or administration of a contract, subcontract, subgrant or agreement or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant or review board member or any member of his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of the above has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employed is related to any of the foregoing persons.

SECTION 6: Reports.

The grantee shall submit such reports as the Division of Emergency Management and Homeland Security shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and sub-grantee packets and budgets. Cash requests may be withheld by the Division of Emergency Management and Homeland Security until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

Funding of this project in no way obligates the Division of Emergency Management and Homeland Security to fund the project in excess of this grant, beyond the period of this grant, or in future years.

SECTION 8: Revised Budget.

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the grantee agrees to submit to the Division of Emergency Management and Homeland Security a revised budget and budget narrative equal to and in the same distribution as the grant award not later than 30 days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

SECTION 9: Audits.

- 9.1. In accordance with the following conditions, the grantee agrees to conduct and submit to the Division of Emergency Management and Homeland Security a completed audit package with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.
- 9.2. If the grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes (C.G.S.), the grantee is required to submit a State Single Audit Report to the Office of Policy and Management. C.G.S. Section 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$100,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the grantee received State Financial Assistance from the Division of Emergency Management and Homeland Security for this grant and it is the only State Financial Assistance that the grantee has received during this fiscal period. The State Single Audit Report should be filed with the Office of Policy and Management no later than six months after the end of the audit period.
- 9.3. If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non profit organizations which expended a total amount of Federal Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the grantee receives Financial Assistance under only one Federal program. For audit purposes, State or grantee match funds as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the grant, and/or any project costs have been disallowed, the grantee agrees to return the unexpended/disallowed funds to Division of Emergency Management and Homeland Security not later than 60 days following closeout of the grant.

SECTION 11: Nondiscrimination and Affirmative Action.

- 11.1. The grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.
- 11.2. The grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved.
- 11.3. The grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.
- 11.4. The grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- 11.5. The grantee agrees to provide each labor union or representative of workers with which such grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

Please initial here to indicate that you have read and understand these conditions _____
DEMHS General Conditions

- 11.6. The grantee agrees to comply with each provision of this section and Connecticut General Statute sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statute sections 46a-56, 46a-68e and 46a-68f.
- 11.7. The grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the grantee which relate to the provisions of this section and Connecticut General Statute section 46a-56.
- 11.8. If the grant is a public works contract, the grantee agrees and warrants that the grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- 11.9. Determination of the grantee's good faith efforts shall include but shall not be limited to the following factors: The grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statute section 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- 11.10. The grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statute section 46a-56; provided, if such grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 11.11 The following subsections are set forth here as required by Section 4a-60a of the Connecticut General Statutes:
 - a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- 11.12 The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by

the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- 11.13 For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced, and "mental disability means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including but not limited to, a municipality, (2) a quasi-public agency, as defined in CGS Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government as described in the immediately preceding enumerated items (11.1 – 11.12).

SECTION 12: Executive Orders.

- 12.1. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.2. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This Agreement may be canceled, terminated, or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.3. This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the period of award of the grant. The grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the grantee to satisfy this standard either now or during the period of the grant as it may be amended will render the grant voidable at the option of the State upon notice to the grantee. The grantee warrants that it will hold the State harmless from any liability, which may be imposed upon the State as a result of any failure of the grantee to be in compliance with this Act.

SECTION 14: Independent Contractor.

The grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the grantee will notify the Division of Emergency Management and Homeland Security of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

- 15.1 If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975 to the effect that, no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.
- 15.2 The grantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measurer under the National Environmental Policy Act of 1969 (P.L. 91-

190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands.

SECTION 16: Non-Supplanting.

- 16.1. If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee agrees that these grant funds will be used so as to supplement and increase, but not supplant, the level of state, local, private and federal funds that would otherwise be made available for this project and to serve this target population, and will in no event replace such state, local, private and federal funds.
- 16.2. The grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. Division of Emergency Management and Homeland Security may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 17: Additional Federal Conditions.

If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to the Division of Emergency Management and Homeland Security and which are hereby made a part of this grant award.

SECTION 18: Indemnification.

The grantee shall indemnify, defend and hold harmless the State and its successors and assigns from and against any and all (1) actions, suits, claims, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this Agreement including, but not limited to, acts of commission or omission (collectively, the "Acts") by the grantee or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the grantee is in privity of oral or written contract; (2) liabilities arising in connection with this Agreement, out of the Grantee's Acts concerning its or their duties and obligations as set forth in this Agreement; and (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. The Grantee shall reimburse the State, for any and all damages to the real or personal property of the State caused by the Acts of the Grantee. The State shall give to the grantee reasonable notice of any such Claim. The Grantee shall also use counsel reasonably acceptable to the State in carrying out its obligations under this section. This Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

SECTION 19: Special Grant Conditions.

The grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific program, and which are hereby made a part of this award.



State of Connecticut
Department of Emergency Services & Public Protection
Division of Emergency Management & Homeland Security



SPECIAL GRANT CONDITIONS

Check applicable box, if required

1. The grantee agrees to complete and submit to DEMHS a revised project narrative not later than thirty (30) days after signing this grant award. The grantee must contact DEMHS program staff at 860-256-0900 regarding the required revisions.
2. Specific funding limitations have been applied to this grant. The grantee will complete the Interoperable Communications Request Form and submit it for approval in advance of any purchase of interoperable radio communications equipment. No funds may be expended until approval has been secured.
3. The grantee is required to participate in training session(s) on ____. The grantee must contact ____ to schedule training and determine if there are other technical assistance opportunities.
4. The grantee must submit to DEMHS for review and approval a revised budget itemization for any proposed change 1) which will alter a budget category by more than 10% of the budget category or by more than \$500, whichever is greater; or 2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to DEMHS by letter.
5. The grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of DEMHS or any party designate by DEMHS for such purpose. The grantee further agrees that such cooperation includes but is not limited to: 1) collecting and maintaining project data, including client data, 2) supplying project data to DEMHS or its designee; and 3) permitting access by DEMHS or its designee to any and all project information whether stored by manual or electronic means.
6. All training events, seminars, and conferences must be approved by DEMHS prior to submitting registration for the event. Requests to attend training events must include names of staff, purpose of training, justification/need for training, location, dates, and costs. Staff attending training events may be required to present a summary of the training to DEMHS and/or other grantees.
7. It will be the sole responsibility of the grantee, and its staff, to insure that any report, article, computer program, database, or other product or publication, whether oral or in writing resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the grantee.
8. The grantee shall comply with the following statutes and regulations:
- Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - Title VI of the Civil Rights Act of 1964, as amended;
 - 28 C.F.R. Part 42, Subparts C, D, E;
 - Section 504, Rehabilitation Act of 1973, as amended (28 C.F.R. Part 42, Subpart G);
 - Title II of the Americans with Disabilities Act, (28 C.F.R. Part 35);
 - Title IX of the Education Amendments of 1972, (28 C.F.R. Part 54);
 - The Age Discrimination Act of 1975, (28 C.F.R. Part 24, Subpart I).

- 9.
 - a) The grantee must obtain DEMHS Training Coordinator approval for all grant-funded training. The DEMHS Training Coordinator can be reached at 860-256-0840. DEMHS training approval and all related documentation for participating staff, including training certificates and time and attendance records must be retained by the sub-grantee in the grant file.
 - b) The grantee must obtain Connecticut Intelligence Center (CTIC) Director approval for all grant-funded CTIC training. The CTIC director can be reached at 860-256-0800. DEMHS training approval and all related documentation for participating staff, including training certificates and time and attendance records must be retained by the sub-grantee in the grant file.
 - c) The grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agency's Grant Programs Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the U.S. Department of Homeland Security." The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
 - d) The grantee agrees to comply with DEMHS Grant Policy #1 regarding the use of grant funds for overtime and backfill reimbursement, which are limited to the maximum payment of \$200 per person per day.
 - e) The grantee agrees to submit to DEMHS upon request project deliverables including but not limited to: plans, evaluations, reports, and research results.



**UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
FFY 2011 Emergency Management Performance
Grant**

Federal Special Conditions

Article I – Financial Guidelines

The recipient and any subrecipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

- A. Administrative Requirements
 - 1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - 3. 44 CFR part 10, Environmental Considerations
- B. Cost Principles
 - 1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
 - 2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 - 3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
 - 4. 48 CFR Part 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations
- C. Audit Requirements
 - 1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profits Organizations

Article II – Prohibition of Using Federal Funds

The recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article III – Compliance with Program Guidance

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Emergency Management Performance Grants guidance and application kit.

Article IV – Budget Review

The recipient is prohibited from obligating, expending or drawing down funds provided through this award until the required budget and budget narrative are approved by FEMA and this condition is rescinded.

Article V – Federal Financial Reports (SF-425) # Required Quarterly

The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial grant award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.

Article VI – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article VII – Trafficking In Persons

- A. Provisions applicable to a recipient that is a private entity.
 - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this grant award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.
- B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under the award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 3000.
- C. Provisions applicable to any recipient.
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.
- D. Definitions. For purposes of this award term:
 1. "Employee" means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity" means:
 - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those term are, defined in 2 CFR 175.25.
 - b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Article VIII - Classified Security Condition

- A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

Please initial here to indicate that you have read and understand these conditions _____
Federal Special Conditions

- C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

Article IX - Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that applicants and recipients review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If recipients are authorized to make subawards under this award, they:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For the purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of a business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ---.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- 5. Subrecipient means that an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the
 - c. subaward.

Article X – Reporting Subawards and Executive Compensation

- A. Reporting of first-tier subawards.
 - 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
 - 2. Where and when to report.
 - a. You must report each obligating action described in paragraph a.1 of this award term to <http://www.fsrs.gov>.
 - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 - 3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
- B. Reporting Total Compensation of Recipient Executives.
 - 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received –
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - 2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <http://www.ccr.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. Reporting of Total Compensation of Subrecipient Executives.
 - 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient’s five most highly compensated executives for the subrecipient’s preceding completed fiscal year, if –
 - a. in the subrecipient’s preceding fiscal year, the subrecipient received –
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and

Exchange Commission total compensation filings at
<http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- D. Exemptions
 1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.
- E. Definitions. For purposes of this award term:
 1. Entity means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 2. Executive means officers, managing partners, or any other employees in management positions.
 3. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 4. Subrecipient means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
 5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Base Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - e. Above-market earnings on deferred compensation which is not tax-qualified.
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Article XI - National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications

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Federal Special Conditions

towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. For your convenience, here is the screening form linke: (the Screening From is available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc). For these types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to the GPD EHP team at GPDEHPinfo@fema.dhs.gov for review. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

Article XII – Hold on Funds

Award amount of \$2,345,475.50 (50% of federal share) will be on hold until a budget narrative is submitted by grantee and approved by FEMA.



**UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
Standard Assurances**

Print out these forms and fill in by hand (Type written is preferred)

FEDERAL EMERGENCY MANAGEMENT AGENCY SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS		O.M.B. No. 3067-0206 Expires February 28, 2007
FOR FY	CA FOR (Name of Applicant)	
<p>This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.</p> <p>An applicant must check each item that they are certifying to:</p> <p>Part I <input checked="" type="checkbox"/> FEMA Form 20-16A. Assurances-Non-construction Programs.</p> <p>Part II <input checked="" type="checkbox"/> FEMA Form 20-16B. Assurances-Construction Programs.</p> <p>Part III <input checked="" type="checkbox"/> FEMA Form 20-16C. Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements.</p> <p>Part IV <input checked="" type="checkbox"/> SF LLL, Disclosure of Lobbying Activities (If applicable)</p> <p>As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.</p> <p>Typed Name of the Authorized Representative _____ Title _____</p> <p>Signature of the Authorized Representative _____ Date Signed _____</p> <p>NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.</p> <p>The applicant further agrees by submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)</p> <p align="center">Paperwork Burden Disclosure Notice</p> <p>Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right hand corner of this form. Please do not send your completed form to the above address.</p>		

FEMA Form 20-16, FEB 04

Please initial here to indicate that you have read and understand these conditions _____
Federal Standard Assurances

FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands

FEMA Form 20-16A, JUN 04

Please initial here to indicate that you have read and understand these conditions _____
Federal Standard Assurances

pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEMA Form 20-16A (BACK)

**FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-CONSTRUCTION PROGRAMS**

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

System of Personnel Administration) 5 C.F.R. 900, Subpart F).

FEMA Form 20-16B

Please initial here to indicate that you have read and understand these conditions _____
Federal Standard Assurances

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
14. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval, changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117, - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

FEMA Form 20-16B (BACK)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse)

<p>1. Type of Federal Action:</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing b. material change</p> <p>For Material Change Only:</p> <p style="text-align: center;">year quarter</p> <p>date of last report</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subaward</p> <p>Tier , if known:</p> <p>Congressional District , if known:</p>	<p>5. If Reporting Entity in No. 4 is Subaward. Enter Name and Address of Prime:</p> <p>Congressional District , if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobbying Registrant: (If individual, last name, first name, MI):</p>	<p>b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)
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**FEDERAL EMERGENCY MANAGEMENT AGENCY
 CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
 OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." Part 67 and Part 69. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.

(This form must be attached to certification if non-appropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620: A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

FEMA Form 20-16C, FEB 04

Please initial here to indicate that you have read and understand these conditions _____
 Federal Standard Assurances

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a):

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

B. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

Check if there are workplaces on file that are not identified here.

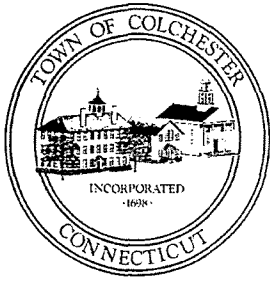
(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

FEMA Form 20-16C (BACK)

Please initial here to indicate that you have read and understand these conditions _____
Federal Standard Assurances



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMO

To: Board of Selectman

From: Cheryl Hancin

Date: Dec. 5, 2012

Re: Position Change in Parks and Recreation

I would like to propose 2 position changes in Parks and Recreation starting in January 2013.

A change to the Administrative Assistant position from full-time to a part-time clerical position of 17.5 hours per week. Parks is no longer a part of the Recreation department therefore the workload for this specific position has decreased.

Create a new full-time salary position of Recreation Supervisor to remain consistent with the current Recreation Supervisor position in the office. Duties and pay will remain at the same level as the existing Recreation Supervisor. The part-time Recreation Specialist position will be removed.

The full time Recreation Supervisor position will provide the Department with more resources to commit to new program development and revenue generation, supporting endorsed sport leagues, special event planning,

Revenue generation will occur by the following to support this change:

- Additional programming for adults
- Additional health, wellness & enrichment programs for youth
- Additional before and after school wrap around programs as requested by parents
- Increase program participation and revenues through added marketing efforts
- Actively pursue donations and sponsorships from community partners
- Secure grants from private and public foundations such as NRPA and State Grants

Hi Greg,

At our last P&R Commission meeting, we decided to pass on to the Board of Selectman our recommendation to have the Administrative Assistant position be changed to a part-time position of 17.5 hours a week. We are also recommending that a new full-time position of Recreation Supervisor be created and the part-time position of recreation Specialist be eliminated.

We believe these changes will better serve the residents of Colchester by providing more program opportunities and more diverse choices. The ability to raise additional revenues could help to stabilize the Program Fund.

We would like the Board of Finance to consider funding options between the program fund and the general fund. Over time, we would like to see the program fund recover from the negative balance to a zero or slightly positive balance with the ability to continue offering scholarships for summer camp and community wide events.

Thank you,

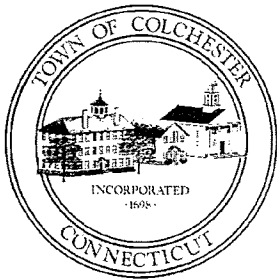
Sean O'Leary, Chairman

Colchester Parks & Recreation Commission

Recreation Position Change Proposal

	FY 12/13 - Current		FY 12/13 - Revised (1/2 yr)		FY 13/14 Proposed	
	General Fund	Program Fund	General Fund	Program Fund	General Fund	Program Fund
Administrative Assistant (7 hrs/day)	39,784		5,940			
Administrative Assistant (3.5 hrs/day)			10,641		20,514	
Recreation Program Specialist (part-time)		26,786		13,393		
Recreation Supervisor			8,979	20,951	27,160	33,196
Recreation Supervisor		58,211	8,732	49,479	27,160	33,196
Total positions	39,784	84,997	34,292	83,823	74,834	66,392
Current Subsidy	40,000	(40,000)	40,000	(40,000)		
Subsidy for scholarships					5,000	(5,000)
Subsidy for Community-wide Events					10,000	(10,000)
Total subsidy	40,000	(40,000)	40,000	(40,000)	15,000	(15,000)
Total	79,784	44,997	74,292	43,823	89,834	51,392
			30/70 split		45/55 split	
Combined Funding sources	124,781		118,114		141,226	

Reduction in costs charged to General Fund for FY 12/13 under proposed restructuring plan is due to position vacancy for Admin Asst.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc: Maggie Cosgrove, CFO
James Paggioli, Public Works Director
Greg Plunkett, Director of Operations

From : Gregg Schuster, First Selectman *GPS*

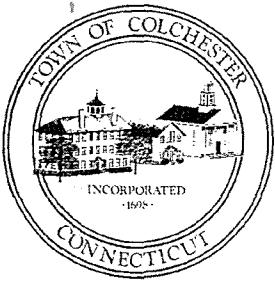
Date: 12/20/12

Re: Performance Contract Resolutions

Per the decision made at the 12/12/12 Tri-board meeting, below are the necessary resolutions that require Board of Selectmen passage, as referred by Town Bond Counsel:

RESOLVED, That the Board of Selectmen hereby recommend that the Town of Colchester undertake a lease-purchase financing of the Energy Conservation Savings Program, substantially as described in the Investment Grade Audit prepared by Honeywell Building Solutions and on file in the office of the First Selectman, in a principal amount not to exceed \$3,500,000, over a period of up to 12 years, with the first payment to be made in the 2013/2014 fiscal year. The Project may include acquisition and installation costs, equipment, legal fees, construction period interest and other financing costs, and other expenses related to the acquisition and financing of the Program.

FURTHER RESOLVED, That the project be referred to the Planning and Zoning Commission for a report pursuant to Section 8-24 of the Connecticut General Statutes.



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 

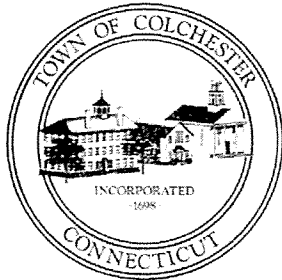
Date: 12/06/12

Re: Administrators Union Job Descriptions

Please find attached red-lined job description for all the positions in the Administrators Union.

Each job description was revised and approved through contract renewal negotiations.

Recommended Motion – “Move to approve the Administrator’s Union job descriptions as presented.”



Town of Colchester Job Description

Public Work's Department Town Engineer

GENERAL STATEMENT OF DUTIES

Provide municipal engineering supervision that includes design review, construction inspection and administration for various Town projects. Assure compliance with Town and State statutes and regulations for construction and development within the Town.

WORK SCHEDULE

As defined in the Town Administrators union contract.

SUPERVISION RECEIVED

~~Receives~~ Works under the supervision of the First Selectman and works coordinately with Public Works Director, Planning Director, etc.

SUPERVISION EXERCISED

Provides general supervision to clerical staff.

ESSENTIAL DUTIES

1. Review proposed development plans and specifications for compliance with town regulations/public improvement specifications so as to assure safe and adequate access by the public. Advise applicant, Planning & Zoning Commission, and Conservation Commission of findings and suggest changes, if necessary. ~~Review specifications and drawings of site development, road design, drainage, etc., of the purpose of approval. Advise applicant of findings and suggest changes, if necessary.~~
2. Review and provide design information for various Town projects, such as road, sidewalk, storm drainage and town parking lot improvements. ~~Review and provide design information for various Town projects, such as road improvements and reconstruction program.~~
3. Advise Clerk of the Works on various Town Building programs.
4. Assist the Director of Public Works with overseeing operation of the transfer station ~~Town Landfill~~ to ensure compliance with the Department of Energy and Environmental Protection regulations.
5. Collaborate with ~~Participate in activities of the~~ building inspector, sanitarian, zoning enforcement officer and wetlands enforcement officer ~~Fire Marshal, Road Inspector, as necessary.~~
6. Advise various Town boards and commissions. Attend evening meetings, as required.
7. Advise the First Selectman and Public Works Director ~~Highway Supervisor, as required.~~
8. Investigate and respond to citizens concerns regarding roads, drainage and site development issues. ~~Investigate complaints and respond accordingly.~~
9. Issue permits for and inspect driveway apron construction; work within a town owned road right-of-way and connection of private drains to town's storm drain system.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Thorough knowledge of the principles and procedures of civil engineering.
- Ability to effectively communicate orally and in writing.
- Ability to deal effectively with other staff, government officials, and the general public.

- Ability to perform the essential functions of the job with or without reasonable accommodations.

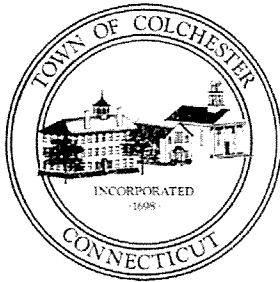
EDUCATION AND EXPERIENCE

1. Bachelors Degree in Civil Engineering
2. Connecticut Licensed Professional Engineer
3. Municipal Engineering and Planning background preferred ~~would be helpful.~~
4. Basic drafting skills are a must

WORK ENVIRONMENT

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

*This job description is not all-inclusive and is subject to change by the Board of Selectmen at any time.
Full-time; union; salary; exempt.*



Town of Colchester Job Description

Assessor's Office Assessor

GENERAL STATEMENT OF DUTIES

Plans, directs and supervises continuing town-wide program of real and personal property assessment for taxation purposes as prescribed by statute and subject to administrative determination of policy; performs related work as required.

WORK SCHEDULE

As defined in the Town Administrators union contract.

SUPERVISOR

Works under the supervision ~~administrative direction~~ of the First Selectman.

SUPERVISION EXERCISED

Supervises the work of all employees assigned to the office of the Assessor.

ESSENTIAL DUTIES

1. Plan and organize work of the office in accordance with statutory guidelines. Assigns work to staff. Supervise and train technical and clerical administrative staff. Plan and implement new office procedures and manage the operation of the Assessor's office.
2. Prepare and recommend office budget. Administer approved budget.
3. Develop and implement data processing application for office operation.
4. Administer the activities of the office in the functional areas of appraisal, assessment, and recording of taxable and non-taxable property.
5. Oversee the preparation of the Grand List to be finalized by January 31 of each year, unless granted an extension by the First Selectman. ~~Supervise and participate in the valuing of taxable property to establish a grand list.~~
6. Perform the inspections of existing properties, improved properties, and properties under construction to determine value of properties.
7. Oversee and coordinate the periodic revaluation of all taxable and nontaxable property.
8. Review and record authorized tax exemptions.
9. Maintain and update information concerning land, motor vehicles and personal properties. Supervise maintenance of records and lists for accuracy.
10. Supervise contracted appraisal services and revaluation services and is responsible for acceptance of contracted work.
11. Administer elderly tax exemption program for homeowners and veterans based on income and age eligibility requirements.
12. Project estimated values of proposed building or commercial developments for planning purposes. Provide information to other town departments, attorneys, and the public.
- ~~13. Coordinate assessment appeals with the Board of Tax Review.~~
13. Provide assistance, data, sales, etc. to the Board of Assessment Appeals and other boards/commission, when requested.
- ~~14. Supervise maintenance of assessment maps including subdivisions.~~
14. Serves as the principal spokesperson for the Town regarding litigation arising out of the assessment process.

15. Responsible for submitting numerous reports for reimbursement to the State in a timely fashion.
16. Coordinate activities with Tax Collector to assure timely notices and collections.
17. Other related duties, as required

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Considerable knowledge of the theory, principles, methods and techniques of real and personal property valuation for assessment purposes.
- Knowledge of the laws, rules and regulations governing the valuation and assessment of real and personal property
- Knowledge of local property values and trends; knowledge of construction costs.
- Ability to make technical computations, including replacement and existing values of real property divisions.
- Ability in written and oral expression.
- Ability to deal effectively and tactfully with Town officials and the general public.
- Supervisory ability.
- Must be licensed to operate a motor vehicle in the State of Connecticut.
- Must be able to perform the essential functions of the job with or without reasonable accommodation.

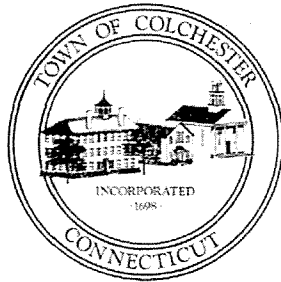
EDUCATION AND EXPERIENCE

1. Certified Connecticut Municipal Assessor II designation required or ability to obtain such in the near future
2. Five (5) years ~~Four (4) years~~ experience involving evaluation or assessment of real or personal property or appraisal of land and buildings or building cost estimating.
3. College level course work in real estate and assessment desirable or any equivalent combination of training and experience.
4. Successfully completed C.C.M.A.-1A, 1B, 2A, 2B and 3 or equivalent coursework ~~4A—~~ Assessment Administration.

WORK ENVIRONMENT

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Full-time; union; salary; exempt.*



Town of Colchester Job Description

Fleet Maintenance Supervisor

GENERAL STATEMENT OF DUTIES

Oversee and assist where necessary, the repairs and maintenance of Town-owned and BOE equipment and vehicles. Responsible for preparing annual budget, processing of invoices, purchasing equipment and supplies. This shall include but not be limited to trucks, tractors, automobiles, road maintenance equipment, grounds maintenance equipment and other motor driven and non-motor driven equipment. The fleet Maintenance Supervisor shall make arrangements or be available for emergency repairs/breakdowns after hours.

WORK SCHEDULE

As defined in the Town Administrators union contract.

SUPERVISOR

The Fleet Maintenance Supervisor shall be supervised by the Public Works Director. Work under the direct supervision of the First Selectman.

SUPERVISION EXERCISED

Supervises all Fleet Maintenance Mechanics in the discharge of their duties. Supervise Mechanic I's and II's. May supervise, community service, workfare, C.E.T.A. employees, summer help, Maintainer I's, II's and III's or other Town employees.

ESSENTIAL DUTIES

1. Prepares annual budget for department, for review by the Public Works Director.
2. Prepares budget information for other departments pertinent to equipment and vehicles.
3. Reviews invoices and process same for payment.
4. Orders & receives parts and supplies. Purchases parts and accessories for Town equipment.
5. Schedules repair and maintenance work.
6. Maintain repair and maintenance records for equipment and ensure all Fleet Management systems are kept current. Maintain repair and maintenance records on all town vehicles.
7. Processes insurance claims.
8. Handles matters concerning warranty work and recalls of equipment and vehicles.
9. May order new equipment with authorization from Public Works Director.
10. Administer environmental concerns pertinent to his/her department.
11. Administer gas and diesel inventory and billing.
12. Administer matters as they pertain to employee evaluation and disciplinary action, including the development of training of staff concerning equipment, safety regulations, environmental concerns, etc.
13. Schedules support staff to ensure mission critical operations are adequately supported.
14. Perform related duties, as required or assigned by the Public Works Director.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. In-depth knowledge of tools, equipment, material, methods, and practices used in the general maintenance and repair of all equipment under the Town's control.
2. Knowledge and ability to safely operate heavy duty construction equipment.
3. Ability to work effectively with others.
4. Ability to assign, supervise, and review the work of others.
5. Sufficient strength, stamina and the ability to perform the essential functions of the job with or without reasonable accommodation.
6. Operational knowledge of the various equipment used in municipal setting.
7. Knowledge of common building maintenance & repair practices.
8. Ability to plan long and short term work schedules.
9. Effectively operate software necessary for the job, such as, but not limited to, Word, Excel, Access, or Munis.

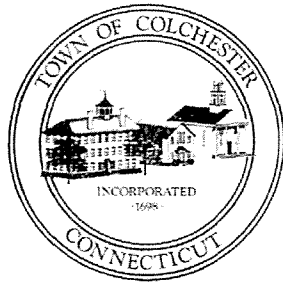
EDUCATION AND EXPERIENCE

1. High school or equivalent diploma.
2. Ten years experience in the heavy equipment field and small engine and equipment repair.
3. Previous experience in a supervisory capacity.
4. ~~Ten years~~ Five years experience with small engine and equipment repair.
5. A valid Class A CDL with passenger and tank endorsement.
6. Ten years experience in automotive repair
7. Valid motor vehicle operators' license
8. Previous experience in the municipal field.

WORK ENVIRONMENT

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Full-time; union; salary; exempt.*



Town of Colchester Job Description

Highway Department Supervisor

GENERAL STATEMENT OF DUTIES

Directly supervise highway department employees on a day-to-day basis. Oversee maintenance of and improvement to Town of Colchester public highways, including directing and scheduling snow removal and winter road maintenance operations. Operate a variety of motorized and mechanical equipment and perform a wide variety of highly skilled labor tasks to carry out duty of maintaining and improving Town of Colchester public highways. Prepare procedures, policies and training programs for highway personnel. Respond to On-call for emergencies regarding Town of Colchester public highways, parks, and buildings.

WORK SCHEDULE

As defined in the Town Administrators union contract.

SUPERVISOR

Work under the supervision of Public Works Director ~~and/or First Selectman.~~

SUPERVISION EXERCISED

Supervise road foremen and all highway maintainers ~~Supervise Maintainer I's, II's, and III's, community service employees, C.E.T.A. employees, and workfare employees, on a day-to-day basis.~~

ESSENTIAL DUTIES

1. Prepare annual department budget, to be reviewed by the Public Works Director.
2. Ensure all invoices and requisitions for payment are completed and accurate. ~~Check invoices and prepare requisitions for payment.~~
3. Handle all matters concerning road crew including, but not limited to, directing work, scheduling, evaluations and disciplinary action.
4. Supervise work crew to carry out specific assignments.
5. Handle concerns and complaints from the public regarding Town roads. Report to the Public Works Director and Boards/Commissions as necessary regarding town road expenditures and needs.
6. Responsible to assist in ~~for all~~ road emergency situations.
7. May operate, or train others to operate, light and heavy duty trucks for plowing and hauling construction materials and supplies.
8. May operate, or train others to operate, heavy equipment including sweeper, front payloader, backhoe, road grader, road mower, bucket truck, 20-ton tag-along trailer.
9. May operate, or train others to operate, light equipment including chain saw, brush cutter, jack hammer, paving box power saw, ~~lawn mower, roller, line-stripping machine.~~
10. May perform, or train others to perform, highly skilled labor including building catch basins, pipe laying, grade setting, transit and tree work.
- ~~10. Service at regular intervals and make small repairs to equipment including check oil, water, battery, tires, lights and antifreeze, and wash and clean equipment.~~
11. Perform related work as required.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- A general knowledge of tools, equipment, materials, methods and practices used in the general maintenance and improvement of public highways.
- Ability to operate, service and make minor repairs on light to heavy-duty highway and construction equipment.
- Ability to assign, supervise, direct and review the work of a crew.
- Ability to read blueprints.
- ~~Ability to work effectively with others.~~

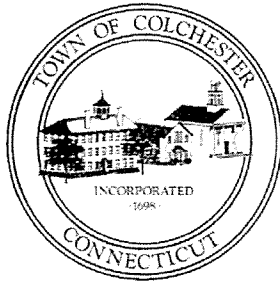
EDUCATION AND EXPERIENCE

- ~~1. Possession of a valid Class I operator's license and have passed CDL testing.~~
2. Possession of a valid Class B operator's license.
3. Knowledge of CDL requirements and testing.
4. Not less than four (4) years employment in the construction and maintenance field or a related allied field.
5. Must be able to perform essential functions of the job with or without reasonable accommodations.
- ~~6. A physical and medical examination is a condition of employment after hire.~~
7. High school diploma or equivalency.

WORK ENVIRONMENT

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Full-time; union; salary; exempt.*



**Town of Colchester
Job Description**

**Youth & Social Services
Director**

GENERAL STATEMENT OF DUTIES

Oversee daily operations of the Youth & Social Services YSSB while providing leadership, direction, and a vision for the Department.

WORK SCHEDULE

As defined in the Town Administrators union contract.

SUPERVISOR

Work under the ~~direct~~ supervision of the First Selectman.

SUPERVISION EXERCISED

All employees and volunteers assigned to the Youth & Social Services department.

ESSENTIAL DUTIES

- Develop and administer annual budget for department
- Ensure high standards of professional practice in the department
- Staff Development, Supervision and Performance Evaluation
- Board Management and coalition building
- Facility Management
- Juvenile Review Board Case manager
- Budget preparation, resource development and general fiscal responsibility
- Program Evaluation/Assess Outcomes
- Strategic Planning, Organizational Development and Policy Development
- Community Organization & Outreach
- Resource Development (funding, volunteers, goods/services)
- Identify community needs and periodically review, evaluate and modify services to meet needs.
- Implement direct services in the absence of other staff and other programs as needed
- Oversee all aspects of the food bank
- Assist clients with energy assistance applications, emergency fuel needs and other crises
- Coordinate holiday food programs with civic organizations, develop and maintain working relationships with civic group appointees to best serve residents
- Recruit and coordinate volunteers to assist in carrying out the work of the department develop a training program for volunteers
- Assess needs of clients and make appropriate referrals when necessary

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Must have:

- Strong interpersonal skills and ability to work well with the public.
- Excellent written and oral communication skills.
- Obtain CT Public Passenger endorsement on CT drivers license
- Effectively operate software necessary for the job, such as but not limited to Word, Excel, Access, Publisher, or Munis.

Must be able to:

- ~~Obtain CT Public Passenger endorsement on CT drivers license~~
- ~~Communicate and work effectively with diverse groups, the public and individuals.~~
- ~~Exhibit a professional manner with other employees and the public.~~
- ~~Maintain accurate records.~~
- ~~Maintain confidentiality~~
- ~~Perform the essential functions of the job with minimal supervision and with or without reasonable accommodations.~~
- ~~Effectively operate software necessary for the job, such as but not limited to Word, Excel, Access, Publisher, or Munis.~~

EDUCATION AND EXPERIENCE

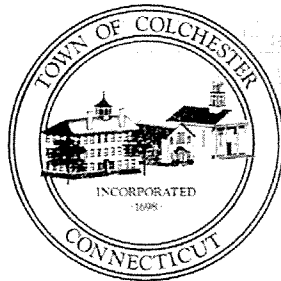
- Minimum of Bachelor's Degree in Social Work or related field
- Minimum of three (3) years of practice in the human services field with at least two (2) years experience in administration.

WORK ENVIRONMENT

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Full-time; union; salary; exempt



Town of Colchester Job Description

Finance Department Finance Director

GENERAL STATEMENT OF DUTIES

This is a highly responsible position requiring strong financial management and analytical skills. This position involves the performance of a wide variety of professional accounting and financial control functions. Coordinate the financial activities of an organization at the mid-level management. Responsible for developing and implementing the privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

WORK SCHEDULE

As defined in the Town Administrators union contract.

SUPERVISOR

Works under the supervision of the Chief Financial Officer.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES

1. Serves as custodian of the general ledger and subsidiary ledgers for all funds.
2. Analyzes and monitors monthly expenditures for all funds, including grant funds and assists CFO with budget projections and budget transfers as may be required. Analyze financial data.
3. Assists CFO and External auditor with the preparation of year-end financial reports in accordance with Generally Accepted Accounting Principles (GAAP). Compiles data for financial reports including preparing and entering journal entries. Apply accounting principles. Compile data for financial reports including creating and entering journal entries for revenue receipts, expenditures, adjustments, and entries, including year-end closing entries, as required for a full general ledger system.
4. Implement new procedures, policies, or programs as directed by the Chief Financial Officer.
5. Prepares a variety of financial reports including monthly, quarterly and annual reports for all funds. Prepare financial reports.
6. Prepare bank reconciliations
7. Perform internal audit of tax receipts/receivables and water and sewer department revenues and expenditures.
8. Prepare health insurance analysis for both the Town and the Board of Education.
9. Assist CFO with Perform risk management for property and liability insurance for the Town and Board of Education, including filing of claims reports with insurance carrier.
10. Prepare monthly, quarterly and annual payroll reports for State and Federal reporting requirements.
11. Manage and process Long Term Disability and Workers Compensation claims for the Town and Board of Education.
12. Prepare COBRA notifications when a qualifying event occurs.
13. Prepare and monitor accounts receivable billings for the Finance Department and pursue collection procedures as necessary.
14. Responsible for developing and implementing the privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

15. Assists CFO with preparation of annual budget.
16. Assists CFO with preparation of Capital Improvement Plan.
17. Prepare or review grant financial reports required by State, Federal or other grantor agencies.
18. Assist with monitoring cash flow requirements and processing transfers between Town bank/investment accounts as directed by the Town Treasurer.
19. Maintains accounting and management controls of expenditures and revenues for all funds.
20. Other duties as may be required by the CFO.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. Knowledge of the practices and procedures used in governmental accounting, including Generally Accepted Accounting Principles (GAAP), relevant CT General Statutes regarding Town and School District finances, and State Department of Education and State Office of Policy & Management (OPM) financial reporting requirements. Knowledge of economic and account principles and practices, the financial markets, banking and the analysis and reporting of financial data. Knowledge of arithmetic, statistics, and their applications.
2. Town of Colchester Charter and ordinances, and Colchester Board of Education policies.
3. Public administration principles and practices relevant to financial administration. Preferred knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.
4. Ability to analyze financial statements and budget reports, and develop projections.
5. Strong verbal and written communication skills. Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
6. Experience with Microsoft Office Suite with emphasis on Excel.
7. Ability to create .pdf fillable forms.

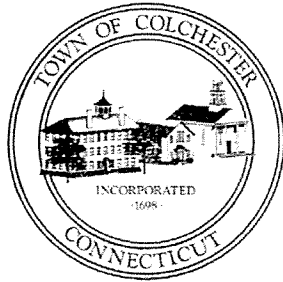
EDUCATION AND EXPERIENCE

1. Bachelors Degree in Accounting/Finance, Business or Public Administration or a related field from an accredited college or university, supplemented by at least three (3) years of progressive experience in public or governmental accounting, OR an equivalent combination of training and experience.
2. CPA or CPFO designation preferred.

WORK ENVIRONMENT

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Full-time; union; salary; non-exempt.*



Town of Colchester Job Description

Code Administration Fire Marshal

GENERAL STATEMENT OF DUTIES

Responsible for the enforcement of applicable sections of CGS Chapter 541, as well as numerous codes promulgated under the provision of said statutes. Enforces regulations effecting life, property and public protection ~~from fire boards.~~

WORK SCHEDULE

As defined in the Town Administrators union contract.

SUPERVISOR

Works under the direct supervision of the Code Administration Director ~~Planning Director~~ and administrative supervision of the First Selectman.

SUPERVISION EXERCISED

Provides general supervision to clerical staff; and direct supervision to deputy fire marshal and inspectors.

ESSENTIAL DUTIES

1. Annually Inspect all occupancies regulated by the Fire Safety Code and State Statute.
2. Investigate the cause, origin and circumstances of all fires in accordance with State Statute.
3. Issue permits for the use, transportation and storage of explosives and firework.
4. Inspect all vehicles that transport flammable and combustible liquids, liquefied petroleum gas or liquefied natural gas.
5. Inspect and enforce the regulations concerning storage, use and transportation of liquefied petroleum gas and liquefied natural gas.
- ~~6. Inspect all outdoor amusements (carnivals, circuses, amusement parks, etc.).~~
6. Conduct review of plans and specifications for proposed occupancies.
7. Maintain required Fire Marshal certification.
- ~~8. Maintain required ninety (90) hours of continuing education over three (3) years to maintain certification.~~
8. Provide safety tips and give advice to the general public.
9. Provide training programs and pre-planning as needed to Fire Department Personnel as well as the General Public.
10. Schedule required inspections for Deputy Fire Marshals and inspectors.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Thorough knowledge of the Connecticut Fire Safety Code and the accepted requirements of building construction and safety.
- Considerable knowledge of the standard tools and materials of the building trade.
- Considerable ability to read and interpret technical sketches and blueprints
- Considerable ability to read and interpret codes, ordinances, and regulations.
- Considerable ability to inspect and evaluate construction materials and workmanship at all stages of progress for compliance with codes, ordinances, and regulations.
- The ability to respond to fire calls within a reasonable time frame.

- ~~• Must provide own transportation and possess a valid Connecticut Drivers License.~~
- Ability to perform the essential functions of the job with or without reasonable accommodations.

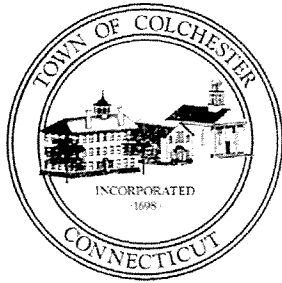
EDUCATION AND EXPERIENCE

Must be a State of Connecticut Certified Fire Marshal under the provisions of CGS Section 19-397 or be qualified to obtain said certifications within 90 days of appointment.

WORK ENVIRONMENT

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Full-time; union; salary; exempt.*



**Town of Colchester
Job Description**

**Planning Department
Wetlands Enforcement Officer**

GENERAL STATEMENT OF DUTIES

Responsible for conducting and administering the Town Inland Wetlands program.

WORK SCHEDULE

As defined in the Town Administrators union contract.

SUPERVISION RECEIVED

~~Works under the direct supervision of the Planning Director and the Conservation Commission and administrative supervision of the First Selectman.~~

SUPERVISION EXERCISED

~~None. Provides general supervision to clerical staff.~~

ESSENTIAL DUTIES

1. Responsible for accepting and reviewing all Inland Wetland applications.
2. Maintain Wetland Application files.
3. Conduct site inspections to assure compliance with approved plans.
4. Investigate complaints regarding wetland violations.
5. Enforce all wetland regulations.
6. Staff Attend Conservation Commission and Open Space evening meetings and public hearings
7. Conduct research and investigations as required by Conservation Commission in order to prepare summaries and reports on inland wetland activities.
8. Staff coordinator for all GIS activities within Department.
9. Environmental Planning

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Must have:

- Basic knowledge of the principles of natural resources conservation, geography, and land use development.
- Basic knowledge and Understanding of GIS and its functions.
- Good communication skills, both written and oral.
- Must be able to interact well with the public.
- Must provide own transportation and possess a valid Connecticut driver's license.
- Ability to perform the essential functions of the job with or without reasonable accommodations.

EDUCATION AND EXPERIENCE

1. Must have a minimum of a high school diploma
2. Bachelor's degree is preferred. College level studies in Environmental Sciences is desired.
3. Must have completed and received a certificate of Completion from the State of Connecticut Department of Environmental Protection "Municipal Inland Wetlands Commissioners training program"

WORK ENVIRONMENT

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Full-time; union; salary; non-exempt.*



Town of Colchester Job Description

Public Works Director of Operations

GENERAL STATEMENT OF DUTIES

Directly supervise and oversee the operations of the highway, transfers station, and fleet maintenance departments on a day-to-day basis.

Oversee maintenance of and improvement to Town of Colchester public roads, including scheduling snow removal and winter road maintenance. Operate a variety of motorized and mechanical equipment and perform a wide variety of highly skilled labor tasks to carry out duty of maintaining and improving Town of Colchester public roads. Prepare procedures, policies and training programs for highway, fleet, and transfer station employees. May be required to perform same duties for Grounds Maintenance Crew. On call for emergencies regarding Town of Colchester public highways, parks, and buildings.

WORK SCHEDULE

As defined in the Town Administrators union contract.

SUPERVISOR

Work under the ~~direct~~ supervision of the Public Works Director and administrative supervision of the First Selectman.

SUPERVISION EXERCISED

Supervise the Highway, Transfer Station, and Fleet Maintenance staff. May also directly supervise Parks and Recreation Crew Leader.

ESSENTIAL DUTIES

1. Prepare annual budgets. Check invoices and prepare requisitions for payment.
2. Handle all matters concerning highway, fleet maintenance, and transfer station employees including, but not limited to, directing work, scheduling, evaluations and disciplinary action. May be expanded to include grounds maintenance employees.
3. Supervise work crews to carry out specific assignments.
4. Handle concerns and complaints from the public regarding Town operations. Report to the Public Works Director and Boards/Commissions as necessary regarding town operations, expenditures and needs.
5. Responsible for all road emergency situations.
6. May operate, or train others to operate, light and heavy duty vehicles, such as for plowing and hauling construction materials and supplies.
7. May operate, or train others to operate, heavy equipment, such as a sweeper, front loader, backhoe, road grader, road mower, bucket truck, bulldozer, and/or 20-ton tag-along trailer.
8. May operate, or train others to operate, light equipment, such as a chain saw, brush cutter, jack hammer, paving box power saw, lawn mower, roller, and/or line stripping machine.
9. May perform, or train others to perform, highly skilled labor, such as building catch basins, pipe laying, grade setting, transit and/or tree work.
10. Service at regular intervals and make small repairs to equipment including check oil, water, battery, tires, lights and antifreeze, and wash and clean equipment.
11. Perform related work as required.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. A general knowledge of vehicles, tools, equipment, materials, methods and practices used in the general maintenance and improvement of public highways, transfer station facilities, and vehicle maintenance.
2. Ability to operate, service and make minor repairs on light to heavy-duty highway and construction equipment.
3. Ability to assign, supervise, direct and review the work employees.
4. Ability to read and interpret blueprints.
5. Ability to work effectively with others.

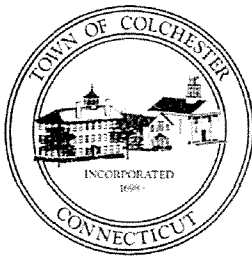
EDUCATION AND EXPERIENCE

1. Possession of a valid Class I operator's license and have passed CDL testing.
2. Not less than four (4) years employment in the construction and maintenance field or an allied field.
3. Must be able to perform essential functions of the job with or without reasonable accommodations.
4. A physical and medical examination is a condition of employment after hire.
5. High school diploma or equivalency.

WORK ENVIRONMENT

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Full-time; union; salary; non-exempt*



Town of Colchester Job Description

Senior Center

Director of Senior Services ~~Senior Center Director~~

GENERAL STATEMENT OF DUTIES

Plan, organize and coordinate community services for senior adults, including recreational, educational and health activities, human services, and special interest classes and programs. Responsible for the operations of the Colchester Senior Center and its programs.

WORK SCHEDULE

As defined in the Town Administrators union contract.

SUPERVISOR

Works under the ~~administrative direction~~ supervision of the First Selectman.

SUPERVISION EXERCISED

Supervises the work of all employees and volunteers assigned to the Senior Center and its programs.

ESSENTIAL DUTIES

- 1) Work with staff and other town departments and outside agencies to develop, implement, evaluate, and track usage of all programs for senior adults.
- 2) Coordinate with TVCCA's Elderly Nutrition Program staff to provide community meals program.
- 3) Coordinate all programs within the Senior Center, e.g., meals, daily activities, trips, clinics, etc.
- 4) Coordinate the transportation system
- 5) Implement and oversee special programs.
- 6) Supervise all Senior Center employees and volunteers. ~~Supervise staff and volunteers.~~ Participate in personnel actions such as hiring, performance management, annual evaluations, and interim evaluations as needed.
- 7) Prepare and manage department's annual budget. ~~Assist with the yearly budget and preparation of grants.~~
- 8) Maintain statistics and reports as necessary.
- 9) Maintain a cooperative working relationship with other social services organizations, governmental entities, and boards.
- 10) Research and apply for grants to carry out the work of the senior center; manage, monitor, and prepare required reports for all grants received.
- 11) Develop and direct needed fundraising activities.
- 12) Ensure that timely and informative website updates occur.
- 13) Attend meetings, workshops, training, as approved ~~required~~ and/or required by the First Selectman.
- 14) Coordinate, review, and approve all marketing communications from the Senior Center, i.e. newsletter, brochures, and flyers.

- 15) Ensure all trips are properly supervised.
- 16) Engage in various public relations activities, e.g. speaking engagements, and public events to promote and market the services of the center.
- 17) Maintain confidentiality of all records.
- 18) Intake/referral of clients to programs both within and outside the agency.
- 19) Plan, develop, and implement new programs.
- 20) Keep abreast of the changing needs of the elderly in the community and explore ways to meet those needs.
- ~~21) Other related duties as required by Colchester Commission on Aging.~~
- 22) Provide crisis intervention as needed.
- 23) Serve as Colchester's Municipal Agent for the Elderly if appointed by the Board of Selectmen.
- 24) Attend meetings of and act as staff liaison to the Commission on Aging.
- 25) Working with the Commission on Aging, draft and recommend policies and plans for the implementation of senior services.
- 26) Related duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- ~~1) Must possess a variety of organizational and recreational skills; Must have good communications skills.~~
- ~~2) Ability to motivate participants.~~
- ~~3) Ability to supervise volunteers and paid staff.~~
- ~~4) Knowledge of the aging process.~~
- ~~5) Ability to respond and evaluate clients needs.~~
- ~~6) Ability to communicate with the elderly, their families and professionals serving them.~~
- ~~7) Must be able to perform the essential functions of the job with or without reasonable accommodations.~~
- 8) Knowledge of the aging process, including local, state, and federal programs and services available to senior citizens.
- 9) Strong interpersonal and communication skills, and ability to work well with the public, particularly seniors, their families, and professionals serving them.
- 10) Ability to use or proven ability to learn Microsoft Word, Excel, and Outlook, and additional software as required.

EDUCATION AND EXPERIENCE

- 1) Graduation from a four-year college or university with a degree in Social Services, Humanities, Gerontology or Business Administration and/or sufficient experience in the field of Human Services to have developed a proficiency in administrative and planning situations, and three years related experience, or an equivalent combination of education and experience. However, substantial pertinent, demonstrated experiences will be considered in lieu of degree.
- 2) Must have considerable knowledge of elderly persons and their interests and abilities.
- 3) Willingness and ability to acquire and maintain first aid (CPR), Qualified Food Operator (QFO), and public services certifications/licenses.

Fulltime; salary; exempt; union

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

TOWN OF COLCHESTER



EMPLOYEE HANDBOOK & PERSONNEL POLICIES

DRAFT
LAST REVISION: 09/26/12

Town phones and voice mail are property of the Town of Colchester. Excessive use of the phone for personal calls may be considered a performance issue and may result in disciplinary action, up to and including discharge. The use of personal cell phones during business hours is only permitted in the case of emergency or brief personal contact with family via voice mail, text, or call (excessive use may be considered a performance issue and may result in disciplinary action, up to and including discharge). In such cases, cell phones should be put on "silent" mode. Texting is not permitted while driving or operating equipment.

Printers, Scanners:

It is expected that all employees will use this equipment for business purposes only and treat such office equipment with care.

V. HEALTH, SAFETY AND SECURITY

It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. To accomplish this goal, a joint effort on the part of management and employees is required to share in the responsibility to protect worker safety.

It is the responsibility of the department head to provide a workplace free from recognized hazards. In order to achieve this, he/she must oversee the administration of safety practices in their departments, be aware of accident statistics, follow disciplinary procedures (verbal and written warnings, suspension and possible dismissal), take appropriate corrective action to ensure continued improvement in eliminating or minimizing hazards, to prevent or reduce injuries on the job. Investigations of all occupational illness or injuries must be conducted, and written reports including corrective actions taken must be provided immediately to the First Selectman's office. Safety audits should be conducted periodically to identify and correct potential hazards. Management must make the commitment to follow-through with required repairs and preventive maintenance of equipment and workplace.

Employee cooperation is also necessary to achieve a harmonious effort in providing a safe and healthy workplace. It is the responsibility of the employee to report perceived hazardous conditions to management. Employees should refrain from participating in activities that may jeopardize the safety of fellow workers. Inoperative equipment or equipment with defects should be reported immediately. Job-related illnesses or injuries, no matter how slight, should be immediately reported to management and treatment promptly sought.

While management attention to accident prevention is an important component of a safety program, it is each employee who carries the greatest responsibility for protecting his/her own health. Though we realize that accidents do happen, we

hope and expect that all employees work together to minimize the risk of work-related illness and injuries.

Safety-Related Discrimination and Harassment

It is the policy of the Town of Colchester that no employee be discriminated against or harassed in any form because of their involvement in Safety and Health related matters.

Discrimination or harassment may take any form in which an employee is intentionally treated differently than other employees of the same rank, qualification, and department solely because of their involvement with, or comments relative to, safety and health matters.

Complaints may be made in confidence to the Department Head or First Selectman.

Alcohol and Drug-Free Policy

Purpose

The purpose of this policy is to establish a workplace, which is free of the negative effects of alcohol, and free from drug abuse. By accomplishing this purpose, the Town also seeks to ensure a safer, healthier working environment for all employees and to reduce absenteeism, tardiness and other job performance problems which may be caused by alcohol and drug abuse. This policy is adopted in accordance with the Drug Free Workplace Act.

Statement of Policy

Employees shall not be involved with the unlawful manufacture, distribution, possession, or use of an illegal drug, controlled substance or alcohol while on Town premises or while conducting Town business off Town premises. Any employee who discovers illegal drugs on Town premises shall notify the First Selectman who shall investigate the matter and notify appropriate Town officials.

An employee must report any conviction or plea of nolo contendere under a criminal drug statute for violations occurring on or off Town premises while on Town business, to the First Selectman within five (5) days after the conviction. The Town will notify any agency awarding a grant to the Town

of such conviction, within ten (10) days thereafter, if such notice is required by the granting agency. Upon request, the First Selectman or his/her designee shall meet with the employee and a Union representative, where employee is part of a collective bargaining unit, before taking any further action.

Employees shall only use prescription drugs on town premises which have been prescribed by a licensed medical practitioner, and such drugs shall be used only as prescribed.

An employee shall not consume alcohol on town premises or off Town premises, while conducting Town business. An employee who is on duty shall not be under the influence of alcohol.

Violations of this policy may result in disciplinary action, up to and including discharge.

Employee Assistance

In appropriate circumstances, the Town shall provide an employee with an opportunity for rehabilitation in overcoming addiction to, dependence upon or other problems with alcohol or drugs. Normally, the opportunity for rehabilitation as an alternative to disciplinary action shall be available only once.

An employee who feels he or she has developed an addiction to, dependence upon or other problem with alcohol or drugs is encouraged to seek assistance. Certain benefits for alcoholism or drug addiction are provided under the Town's group medical insurance plan. An employee will be given one opportunity to participate in a rehabilitation program, which requires absence from work for bona fide treatment. Such absence may be charged to the employee's accrued and unused sick leave, subject to the provisions of the employee's collective bargaining agreement or the Town's Personnel Rules and Regulations as applicable.

Any request for assistance with a drug or alcohol problem will be treated as confidential.

Drug Testing

Pre-employment drug testing is conducted on all employees whose job entail driving or work in "safety-sensitive positions". At management discretion, random drug testing may occur for those employees whose jobs involve driving or if employees work in "safety sensitive" positions.

If there is suspicion to believe that an employee is working under the influence of alcohol or non-prescribed drugs, the Town may require that a drug test be performed on that employee. If the employee is found to be under the influence of alcohol or non-prescribed drugs, disciplinary action will occur, up to, and possibly including dismissal.

Security

Town facilities are equipped with alarm systems. Employees who regularly have a need to enter the building during “off hours” will be issued an alarm code and an outside door key. Employees who enter and leave the building during normal work hours do not need to have outside door keys or alarm codes.

The First Selectman will determine to whom keys and alarm codes should be issued. All employees are issued badges, which they are expected to wear, or have in their possession at all times.

Lockdown procedures are followed in emergency situations and are addressed in a separate procedure.

VI. CONCLUSION

Severability

Should any provision or part of this policy be declared or rendered illegal or unenforceable by legislative or judicial authority, the balance of the policy shall remain in full force and effect.

Handbook & Policy Review

The Town of Colchester Employee Handbook and Personnel Policies shall be reviewed, and revised, if necessary, no less than once every two years, starting from the adoption of this revised and Board of Selectmen approved personnel policies.

To All Employees

Should any employee need further clarification or additional information relating to employment, please speak to your supervisor or the Human Resources Office.

Since it is not possible to foresee all conditions and circumstances surrounding the employment relationship, the Town reserves the right to alter, modify, amend or terminate the provisions of this handbook at any time. Notices of such changes will be posted on all appropriate bulletin boards and distributed to you for you to include in your handbook.

ACKNOWLEDGMENT OF RECEIPT

I, _____, have received a copy of the Town of Colchester's employee handbook, including the notice and disclaimer of any contract of employment, and I fully acknowledge the at-will nature of my employment with the Town, which I understand is subject to the provisions of any applicable collective bargaining agreement. I further acknowledge that these policies are subject to change, with or without prior notice by the Town, again subject to the provisions of any applicable collective bargaining agreement and the duty to bargain over secondary effects of substantive changes under prevailing labor laws. I understand that should the content of these policies be changed in any way, the Town of Colchester may require a further signature from me to indicate that I am aware of and understand any new policies. I further understand that I am responsible for reading and knowing the content of this employee handbook. I hereby agree to comply in full with the Town of Colchester's Personnel Policies but understand that where the policies are in direct conflict with a collective bargaining agreement between the Town of Colchester and a duly recognized union, the provision(s) in conflict will be superseded by the collective bargaining agreement. The content of this handbook supersedes all prior handbooks issued.

Employee

____/____/____
Date