

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Agenda
Regular Meeting
Thursday, October 17, 2013
Colchester Town Hall

Meeting Room 1

Immediately Following Commission Chair Meeting at 7:00 P.M.

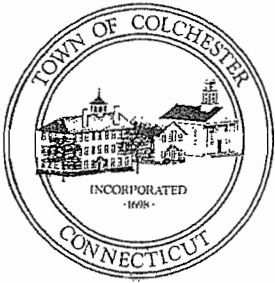
HANCY A. BRAY
TOWN CLERK

2013 OCT 15 AM 10:37

RECEIVED
COLCHESTER, CT

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the October 3, 2013 Regular Board of Selectmen Meeting
4. Approve Minutes of the October 9, 2013 Special Board of Selectmen Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Conservation Commission. A. Falk Von Plachecki, Chairmen reappointment for a three year term to expire 10/31/2016
 - b. Fair Rent Commission. Kimberly Russo reappointment for a two year term to expire 10/31/2015
 - c. Police Commission – Steven Caron Member reappointment for a three year term to expire 11/1/2016
 - d. Veterans Affairs Service Contact Person to be interviewed -
 1. Daniel Henderson to be interviewed
 2. Beverly Popovich to be interviewed
 3. Erin Rollins to be interviewed
 - e. Parks and Recreation Commission - Norman Kaplan Member reappointment for a four year term to expire 11/1/2017

7. Budget Transfers
8. Tax Refunds & Rebates
9. Discussion and Possible Action on Voluntary Biometric Screening for Employees
10. Discussion and Possible Action on Award of Contract and Appropriation of Elmwood Heights Recoating
11. Discussion and Possible Action to Authorize The First Selectman to Sign Snow Plowing Contract Extension with Bakaj Construction, LLC
12. Discussion and Possible Action to Refund Cancelled Road Permit Fees for Sherman's Brook Road
13. Discussion and Possible Action to Authorize the First Selectman to Sign Safe School Grant Award Acceptance Notice
14. Citizens Comments
15. First Selectman's Report
16. Liaison Report
17. Executive Session to Discuss Negotiations with Clerical Union AFSCME Council #4 Local 1303-254
18. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

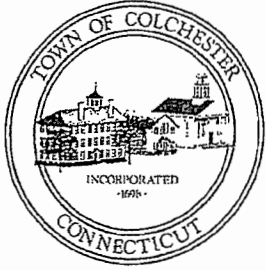
Colchester Commission Chairmen Meeting Agenda
Thursday, October 17, 2013
Colchester Town Hall
Meeting Room 1 – 7:00 p.m.

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

NANCY A. BRAY
TOWN CLERK

2013 OCT 10 AM 10:29

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COLCHESTER, CT



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, October 3, 2013
Colchester Town Hall – 7:00 PM
Meeting Room 1

NANCY A. BRAY
TOWN CLERK

Nancy A. Bray

RECEIVED
COLCHESTER, CT
2013 OCT -4 PM 2:30

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

MEMBERS ABSENT: None

OTHERS PRESENT: Rob Tarlov, Don Kennedy, Leslie Curtis, Denise Mizla, Dorothy Mrowka, Nancy Bray, Patricia Watts, Gail Therian, 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 -

G. Schuster said that in item 6B should be the word "alternate" should be changed to "member".

J. Ford asked that a "discussion on a way forward for the School/Senior Center/Community Center project" be added.

J. Ford moved to make the change to item 6B, and add item 7 'Discuss a way forward on the School/Senior Center/Community Center and to renumber accordingly, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

3. Approve Minutes of the September 19, 2013 Regular Board of Selectmen Meeting

R. Coyle said that under Item #6, Citizen's Comments the comment by C. Bourque should be reworded. She felt that Mr. Bourque was not in opposition to the blight ordinance, but was just making a statement. She suggested that it be changed to read "C. Bourque commented on the blight ordinance and further commented on the Linwood Avenue streetscape project."

S. Soby moved to approve the Regular Board of Selectmen Meeting minutes of September 19, 2013 as amended, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

4. Approve Minutes of the September 26, 2013 Special Board of Selectmen Meeting

R. Coyle moved to approve the Minutes of the September 26, 2013 Special Board of Selectmen Meeting as presented, seconded by G. Cordova. Unanimously approved. MOTION CARRIED

5. Citizen's Comments-

L. Curtis commented on the possible extension of hours at the Library to allow civic groups to take advantage of using the Community meeting rooms.

D. Mrowka commented on the need for a light in the Mail Room in Town Hall.

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

a. Agricultural Commission – Member Leslie Curtis to be Appointed Alternate

R. Coyle moved to appoint Leslie Curtis as Alternate of the Agricultural Commission with the term to expire 11/30/2013, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

b. Agricultural Commission –Member appointment for a vacant term to expire 11/30/2013 – Olivia Duksa was interviewed on 09/19/2013

R. Coyle moved to appoint Olivia Duksa as a Member of the Agricultural Commission with the term to expire 11/30/2013, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

The Board noted that L. Curtis and O. Duksa will not need to be re-interviewed when their term expires on November 30, 2013.

c. Conservation Commission – Member re-appointment for a three-year term to expire 10/31/2016. Kurt Frantzen to be interviewed.

R. Coyle moved to reappoint Kurt Frantzen as a member of the Conservation Commission for a three year term to expire 10/13/2016, seconded by G. Cordova. Unanimously approved. MOTION CARRIED

d. Fair Rent Commission. Member re-appointment for a two-year term to expire 10/31/2015. Samantha Van Zilen to be interviewed.

R. Coyle moved to reappoint Samantha Van Zilen as a member of the Fair Rent Commission for a two year term to expire 10/31/2015, seconded by S. Soby. Unanimously approved. MOTION CARRIED

e. Blight Ordinance Task Force

i. William Belch, Jr.

William Belch, Jr. was not in attendance

7. Discussion regarding a way forward on the School/Senior Center/Community Center project.

J. Ford suggested that a Tri Board meeting of the Board of Selectmen, Board of Education and Board of Finance be set to discuss what the mandate was from the citizens and how to move forward. The repairs to William J. Johnston Middle School need to be addressed and there still is the need for a new Senior Center and Community Center.

G. Schuster said that in order to meet the June 30 submission deadline and have a referendum in May, Boards will need to start voting in March. All members supported a Tri Board meeting. G. Schuster said that Building Committee's charge may need to be modified or perhaps a new committee may need to be formed. A discussion followed with Rob Tarlov, Board of Finance Chairman and Don Kennedy, member of the Board of Education regarding a date for this meeting. It was decided that the Tri Board meeting will be held on Wednesday, October 16, 2013.

**8. Budget Transfers -
None**

9. Tax Refunds & Rebates --

G. Cordova moved to approve tax refunds in the amount of \$23.31 to Janet Strout or Janet Coe, \$2043.90 to Audrey & Gary Schwartz, \$99.62 to William Jr and Charlene Labruna, \$27.25 to Scott Boulanger, \$6.33 to John Hull, \$79.33 to Carol Richart, \$21.50 to Brian or Susan Mandeville, \$89.02 to Jeffrey Space, \$88.72 to Philip Liverant, \$1905.29 to Jason and Karen Beebe, \$133.53 to Carol or Kevin Richart, \$424.93 to Patrick & Allison Clark, and \$75.09 to Kellie or Scott Shanks, seconded by S. Soby. Unanimously approved. MOTION CARRIED

10. Discussion and Possible Action on Non Union Salary Increase

G. Schuster said that no action could be taken on this item at this meeting. He spoke with Town Counsel and was advised that there is a State Statute that states that any salary increases may have to go through both the Board of Selectmen and the Board of Finance. He will research this and advise the Board of his findings.

11. Discussion and Possible Action on Veterans' Service Contact Person

G. Schuster said that the Board could appoint a volunteer or designate an employee to serve as a veterans' contact person. He said that he has three individuals who would like to volunteer for this position. Discussion followed. The Board decided to appoint a volunteer for this position. The Board will follow the same procedure for the appointment to this position as with any other volunteer Commission appointment.

12. Discussion and Possible Action on Hours of Operation for Senior Center

R. Coyle moved to approve the revised Hours of Operation for the Colchester Senior Center to 8:00 a.m. – 4:00 p.m. Monday through Friday, seconded by S. Soby, Unanimously approved. MOTION CARRIED

13. Discussion and Possible Action on Contract with East River Energy

S. Soby moved to authorize the First Selectmen to sign the attached contract with East River Energy for the purchase of unleaded gasoline, diesel fuel and heating oil for the contract period of September 16, 2013 through June 30, 2014, seconded by G. Cordova. Unanimously approved. MOTION CARRIED

14. Citizen's Comments

G. Bell asked for that her reappointment to the Ethics Commission be placed as an item on the next meeting's agenda. M. Caplet commented that there was no plan in place regarding the WJJMS Project/Senior Center/Community Center in the event the referendum did not pass.

G. Siddell asked if there was any indication of why the referendum did not pass regarding the WJJMS Project/Senior Center/Community Center. He asked if it was the tax increase or the combined location.

S. Van Zilen suggested that Board members check the comments on social media sites as citizens are expressing their opinions on these sites. She also mentioned that the light for the flag pole was not lit tonight. G. Schuster will check on this.

15. First Selectman's Report

G. Schuster reported that the sidewalk work in front of the Town Hall has begun and should take two (2) to three (3) weeks to complete. He updated the Board on the KX consolidation. He said three (3) RFP's have been received and follow up has been made with the three (3) submitters. He explained that this consolidation will be complex and said that they are proposing a penalty clause if a town wants to withdraw early.

16. Liaison Report

S. Soby said that the Police Commission is still working with the Sergeant and the Public Works Department about crosswalk safety in the area of the Youth Services building. He said that the Planning and Zoning Commission held their first public meeting regarding the updating of the Plan of Conservation and Development on Monday, September 30, 2013. The majority of the people who attended were from the Boards and Commissions of the Town. There will be an effort made to involve more representation of citizens and local business owners. A subdivision application was approved by the Planning and Zoning Commission to correct a Zoning non-conforming lot that pre-dated the Zoning Regulations.

17. Executive Session to Discuss Town Hall Employee

S. Soby moved to enter into executive session to discuss Town Hall Employee, seconded by G. Cordova. Unanimously approved. MOTION CARRIED

Entered into executive session at 7:46 p.m.

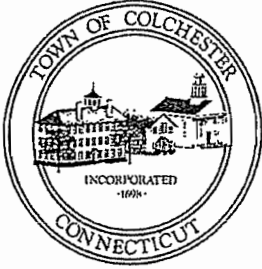
Exited from executive session at 8:21 p.m.

18. Adjourn

G. Cordova moved to adjourn at 8:22 p.m., seconded by R. Coyle Unanimously approved. MOTION CARRIED.

Respectfully submitted,„

Gail Therian, Clerk



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Board of Selectmen Minutes
Special Meeting
Wednesday, October 9, 2013
Colchester Town Hall – 7:00 PM
Meeting Room 1**

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

MEMBERS ABSENT: None

OTHERS PRESENT: Rob Tarlov, Attorney Pat McHale

1. Call to Order

First Selectman G. Schuster called the meeting to order at 7:08 p.m.

S. Soby moved to recess to the First Selectman's conference room, seconded by G. Cordova. Unanimously approved, MOTION CARRIED. The meeting recessed at 7:09 p.m.

First Selectman Schuster reconvened the meeting at 7:12 p.m. in the First Selectman's conference room.

2. Anticipated Executive Session to Discuss Terms of Employment of Town Employee / Public Official

G. Cordova moved to enter executive session to discuss terms of employment of town employee / public official and to invite in Board of Finance Chairman Rob Tarlov and Town Attorney Pat McHale, seconded by J. Ford. Unanimously approved, MOTION CARRIED.

Entered into executive session at 7:13 p.m.

Exited from executive session at 8:10 p.m.

S. Soby moved to recess to meeting room 1, seconded by G. Cordova. Unanimously approved, MOTION CARRIED. The meeting recessed at 8:11 p.m.

First Selectman Schuster reconvened the meeting at 8:13 p.m. in meeting room 1.

3. Discussion of and Possible Action on Town Employee/Public Official Compensation and Benefit Eligibility

S. Soby moved that having exhausted all available paid leave time under the Town's Personnel Policies, to prorate the pay of Tax Collector, Tricia Coblentz, based upon the number of hours she works each week in relation to a 35 hour full-time schedule effective immediately starting with the next pay period of the town, seconded by J. Ford. Unanimously approved, MOTION CARRIED.

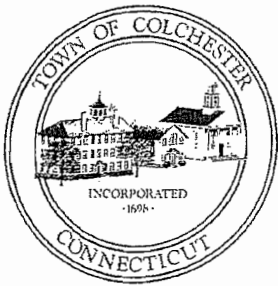
4. Adjourn

G. Cordova moved to adjourn at 8:15 p.m., seconded by R. Coyle Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Gregg Schuster, First Selectman

RECEIVED
COLCHESTER, CT
2013 OCT 10 PM 1:26
NANCY A. BRAY
TOWN CLERK



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 10-8-2013

BOARDS & COMMISSIONS APPLICATION

Name: Beverly Popowich
Address: 44 Maple Dr. Unit D Colchester, CT. 06415
Home Phone: 860-537-2407 Email: Bepopowich@att.net FAX: _____
Work Phone: _____ Email: _____ Town Residency 59 Years

Party Affiliation: Democrat Republican Unaffiliated (circle one)

Commission or Board you are interested in serving on: Designated person to connect Veterans in distress to the services available.

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: Windham HS yes I did graduate.

College: Three Rivers

Trade, Business Or Correspondence School Associate Degree BS

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

I have been retired for a number of years. Some of my past employment history: Secretary to The Board of Selectmen in two towns. Welfare Clerk, Substitute Teacher, Tax Collector, Data Entry Clerk. I was also active in the "Why Not Read Program" and a "mentor" in the school system.

Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes

Why are you interested in serving? I'm sure you read the article which stated "Everyday one or two veterans in the state commits suicide." We need to have a designated person in place to connect with these veterans before it's too late! If possible the Board of Selectmen could call a "Special Meeting".

Do you have any experience or familiarity with this area? I have a lot of experience with people I had my own TV Program "Be Aware-Be Informed." I interviewed people from all walks of life. It was a very successful program. I know that I will be able to help these Veterans in distress.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? I would be interested in hearing about any openings for public service.

Date: 10-8-2013

Signature: Beverly Popowich

September 23, 2013

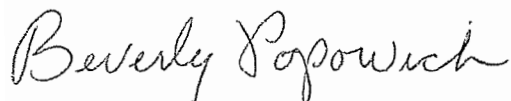
Beverly Popowich
44 Maple Drive Unit D
Colchester, CT 06415
Board of Selectmen
Town Hall
Norwich Ave.
Colchester, CT 06415

Re: Article in The Bulletin Sept. 19, Veterans Affairs...New State Law

I would like to be considered for the dsignated person to connect veterans in distress. I'm hopeful that this network will reach out to our veterans before they give up!

Please feel free to contact me with any question's you may have regarding my background for this appointment.

Very truly yours,



Beverly Popowich

531-2407



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 20131004

BOARDS & COMMISSIONS APPLICATION

Name: Daniel Morgan Henderson

Address: 57 Shady Brook Lane Colchester, CT. 06415

Home Phone: (860) 537-5709 Email g6iaso@gmail.com FAX: (860)524-4999

Work Phone: (860) 524-4933 Email daniel.m.henderson.mil@mail.mil Town Residency 12 Years

Party Affiliation: Democrat Republican Unaffiliated (circle one)

Commission or Board you are interested in serving on: Veterans' Services Contact

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: St. Bernard's High School ('90)

College: University of Connecticut ('95)

Trade, Business
Or Correspondence
School

CONTINUED ON REVERSE SIDE

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

Information Assurance Officer, Federal Government 360 Broad St. Hartford, Connecticut (1995 - present)
First Sergeant, Connecticut Army National Guard 360 Broad St. Hartford, Connecticut (1989 - present)

Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes

Why are you interested in serving? I am interested in serving as the Town of Colchester's Veterans' Services Contact for many reasons. Colchester has a long standing tradition of standing by its veterans and I believe this position offers a valuable opportunity to sustain the support to our most valuable citizens.

Do you have any experience or familiarity with this area? As a veteran and the husband of a veteran I feel uniquely qualified to serve our town. I am the commander of the American Legion, and the Vice Commander of the VFW. I believe my greatest asset to this position is my enthusiasm and network of resources that provide services to veterans.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? If I were appointed to this position I would absolutely be willing to serve our town in any way I could.

Date: 20131004

Signature: HENDERSON.DANIEL.MORGAN.1013
497687

Digitally signed by HENDERSON DANIEL MORGAN 1013497687
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ou=HENDERSON DANIEL MORGAN 1013497687,
date=2013.10.04 10:22:23 -0400

Sylvia Miller

From: Gregg Schuster
Sent: Friday, October 04, 2013 12:41 PM
To: Sylvia Miller
Subject: FW: Veterans' Service Contact Person
Attachments: BOARDS&COMMISSIONAPP2012.pdf

For next BOS.

Gregg Schuster
First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415
860.537.7220

From: Daniel Henderson [<mailto:g6iaso@gmail.com>]
Sent: Friday, October 04, 2013 12:26 PM
To: Gregg Schuster
Subject: Re: Veterans' Service Contact Person

gregg, thanks for the opportunity to serve the town.
i have filled out the application and would love to
sit down with the board to discuss my application.
have a great weekend!
-dan

On Fri, Oct 4, 2013 at 10:59 AM, Gregg Schuster <FirstSelectman@colchesterct.gov> wrote:

All,

Thank you for expressing interest in serving as the Veterans' Service Contact Person. As this is a new law, the Board of Selectmen discussed how best to implement the requirement and established a selection process.

The board decided to solicit applications from volunteers, interview the candidates, and then make the selection. If you are still interested in volunteering, please complete the attached application and we will schedule you for an interview at an upcoming board meeting.

Thanks,

Gregg



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 10/07/2013

BOARDS & COMMISSIONS APPLICATION

Name: Erin Rowlins

Address: 74 Blackledge Drive Colchester, CT. 06415

Home Phone: (860)267-2345 Email Erin_Rowlins@att.net FAX: _____

Work Phone: (860)237-1932 Email _____ Town Residency 10 Years

Party Affiliation: Democrat Republican Unaffiliated (circle one)

Commission or Board you are interested in serving on: Veterans service contact person

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: RHAM HS - Hebron, CT

College: CCSU - New Britain, CT

BA Psychology with a minor in Human Development

Trade, Business
Or Correspondence
School _____

CONTINUED ON REVERSE SIDE

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes

Why are you interested in serving? As the child of a disabled Vietnam veteran, I am acutely cognizant of the struggles associated with the management of healthcare and contingent benefits for those who have served our country. It is from my own experience with the complicated process of attaining these services that I find the passion to assist veterans in fulfilling their individual needs.

Do you have any experience or familiarity with this area?

I have been volunteering in the Office of Advocacy and Assistance for the CTVA.

Working under director Tom Stefanko, I have been involved in many aspects of veteran support and outreach.


At present, I am working on preparing the CTVA informational flip book, codifying and updating information as we look to head to print soon, consequently this has allowed me to have compiled information regarding current veteran benefits and services available in the State of CT as well as Federally.

Additionally, I am already scheduled to attend the Town/City Veteran Contact Training Session on 10/24.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? N/A

Date: 10/7/2013

Signature: 

Sylvia Miller

From: Norman Kaplan [nkaplan@snet.net]
Sent: Tuesday, October 15, 2013 9:01 AM
To: Sylvia Miller
Subject: Norm Kaplan- Park & Rec Commission

Sylvia,

This email is intended to express my desire in continuing to serve on the Park & Recreation Commission. I will be out of town this Thursday and unable to attend the Selectman meeting, but would appreciate consideration for reappointment. Thank you.

Norm

Sent from my iPhone

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="11105-40105"/>	<input type="text" value="Contractual, Temporary, Occasional P/R"/>	<input type="text" value="200"/>
<input type="text" value="11105-43213"/>	<input type="text" value="Mileage, Training & Meetings"/>	<input type="text" value="298"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

To:

<input type="text" value="11105-40103"/>	<input type="text" value="Overtime"/>	<input type="text" value="471"/>
<input type="text" value="11105-41230"/>	<input type="text" value="FICA/Medicare"/>	<input type="text" value="27"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Tax Collector

Reason for Request: Replaced inventory of envelopes as glue expired. Shipping warehouse not keeping envelopes over a year anymore. Estimate from state went up.

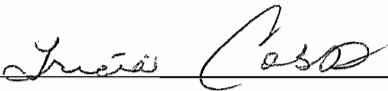
Reason for Available Funds: Data Processing is always an estimate from software provider. The estimate was over this fiscal year.

From:	Account Number	Account Name	Amount
	11303 44205	Data processing	1,075

To:	Account Number	Account Name	Amount
	11303 42301	Office supplies	575
	11303 44223	Service Contracts	500

Sep 16, 2013

Date Requested


Department Director or Supervisor - Signature

Print Name

Tricia Coblenz

10/9/13
Date Reviewed


Chief Financial Officer

10/11/13
Date Approved


First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

Department: Planning & Zoning Commission

Reason for Request: Legal fees higher than anticipated

Reason for Available Funds: Reduced requirements for Professional Svcs., less legal notices, printing costs & vehicle repairs

From:	Account Number	Account Name	Amount
	11411-44208	Professional Services	5,290
	11411-442310	Legal Notices	1,170
	11411-46390	Vehicle Maintenance	348
	11411-44232	Printing + Publication	707.
To:			
	11411-44203	Legal Fees	7,515

Sep 26, 2013

Date Requested

ALZ
 Department Director or Supervisor

10/9/13

Date Reviewed

[Signature]
 Chief Financial Officer

10/11/13

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

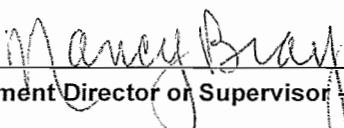
Department:

Reason for Request:


Reason for Available Funds:

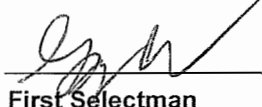
From:	Account Number	Account Name	Amount
	<input type="text" value="11501 - 40105"/>	<input type="text" value="Contr temp occas"/>	<input type="text" value="297"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	Account Number	Account Name	Amount
	<input type="text" value="11501 - 40103"/>	<input type="text" value="overtime"/>	<input type="text" value="297"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>


 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

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Police

Reason for Request: Resident Trooper overtime for mandatory coverage during state of emergency inclement weather and attendance at evening meetings for various Boards & Commissions, town meeting, and budget public hearings, meetings and weekend community events (57 fest, etc.)

Reason for Available Funds: Need to replace & update equipment less than anticipated. Training classes cut due to lack of patrol coverage which would cause department overtime.

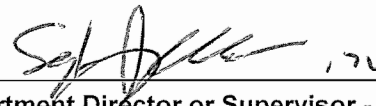
From:

Account Number	Account Name	Amount
12101-46224	Equipment Repairs	2,403
12101-43213	Mileage, Training & Meetings	225

To:

12101-44204	Resident Trooper OT	2,628


9/30/13
Date Requested



Department Director or Supervisor - Signature

Print Name Sgt. J. Mercer

10/10/13
Date Reviewed



Chief Financial Officer

10/11/13
Date Approved



First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Police

Reason for Request: Increase in Resident Trooper fringe benefits not provided by the state prior to budget being set.

Reason for Available Funds: Savings in uniform purchases due to no officer overturn and less wear and tear. Supplies came in at a lower cost than anticipated and reduced need for printer supplies-elimination of individual printers due to use of copier as network printer. Need to replace and update equipment less than anticipated.

From:	Account Number	Account Name	Amount
	12101-42324	Uniform Purchases	1,572
	12101-42301	Office Supplies	829
	12101-42338	Police Equipment & Supplies	1,202
To:	12101-44200	Resident Trooper	3,603

9/30/13 Date Requested 126 Department Director or Supervisor - Signature

Print Name Sgt. J. Merier

10/10/13 Date Reviewed Chief Financial Officer

10/11/13 Date Approved First Selectman

 Date Approved Board of Selectmen Clerk

 Date Approved Board of Finance Clerk

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

Department: Police

Reason for Request: Increase of fuel consumption due to increased activity (i.e storms, special duty and third shift patrol).

Reason for Available Funds: Decision not to replace one MVR (mobile digital video system) due to cost overruns in department.
Savings due to no officer turnovers and savings in cost for COLLECT-CT on-line law enforcement terminal.
Training classes cut due to lack of patrol coverage which would cause department overtime.

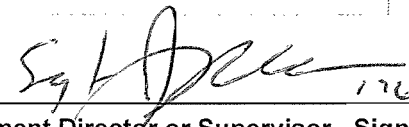
From:

Account Number	Account Name	Amount
12101-48404	Machinery & Equipment	5,000
12101-44208	Professional Services	3,749
12101-43213	Mileage, Training & Meetings	38

To:

12101-46390	Vehicle Maintenance & Fuel	8,787

9/30/13
Date Requested


 Department Director or Supervisor - Signature

Print Name Sgt. J. Mercer

10/10/13
Date Reviewed


Chief Financial Officer

10/11/13
Date Approved


First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

Department: Police

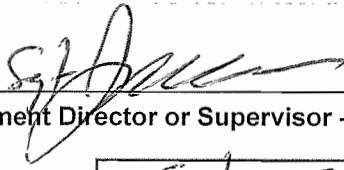
Reason for Request: Increase in copies due to high increase in temporary pistol permit applications process and processing of officer's reports. Also all department computers are now networked to the same copier.

Reason for Available Funds: Supplies came in at a lower cost than anticipated and reduced need for printer supplies - elimination of individual printers due to use of copier as network printer.

From:	Account Number	Account Name	Amount
	12101-42301	Office Supplies	225

To:	12101-42233	Copier	225

9/30/13
Date Requested

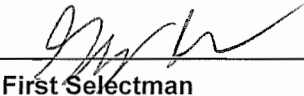

 Department Director or Supervisor - Signature

Print Name Sgt. J. Mercer

10/10/13
Date Reviewed


 Chief Financial Officer

10/11/13
Date Approved


 First Selectman

Date Approved

 Board of Selectmen Clerk

Date Approved

 Board of Finance Clerk

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

Department: Fire

Reason for Request:

Overtime exceeded budget due to need to cover ambulance shifts before new line item was adopted

Reason for Available Funds:

of stipends reduced due to change in town policy re: volunteer status which suspended stipends until it was resolved, as well as some positions not filled for entire term.

From:

Account Number	Account Name	Amount
12202- 40105	Contr. Temp Occas	2,235

To:

12202-40103	Overtime	2,235

Oct 10, 2013

Date Requested

Walter Cox
 Department Director or Supervisor - Signature

Print Name

Walter Cox

10/10/13
 Date Reviewed

[Signature]
 Chief Financial Officer

10/10/13
 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: Fire

Reason for Request: Winter season exceeded projections for temperatures resulting in need for more heating oil and propane usage in both Company 1 & 2 . Costs above budgeted amount.

Reason for Available Funds: No money used for telephone system repair this fiscal year, yielding savings year to date. Had been used for old telephone system - prior to VOIP

From:	Account Number	Account Name	Amount
	12202-45216	Telephone	836

To:	12202-45221	Fuel / Heating	836

Sep 17, 2013

Date Requested

Walter Cox
Department Director or Supervisor - Signature

Print Name

Walter Cox

10/9/13
Date Reviewed

[Signature]
Chief Financial Officer

10/11/13
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: Fire

Reason for Request:

Electricity costs above budgeted amount. Projected shortage in this line item.

Reason for Available Funds:

of physicals done by private doctors vs town physician exceeded projection

From:

Account Number	Account Name	Amount
12202- 45216 44286	Physicals & Testing	5,231

To:

12202-45622	Electricity	5,231

Sep 17, 2013

Date Requested

Walter Cox
 Department Director or Supervisor - Signature

Print Name

Walter Cox

10/9/13

Date Reviewed

[Signature]
 Chief Financial Officer

10/11/13

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: Fire

Reason for Request: Ambulance billing exceeded projections.
Fuel Compensation exceeded projections due to additional member involvement.

Reason for Available Funds: # of physicals done by private doctors vs town physicians exceeded projections

From:	Account Number	Account Name	Amount
	12202- 44286	Physicals & Testing	2,050

To:	12202-44208	Professional Services	1,997
	12202-44243	Compensation	53

Oct 10, 2013

Date Requested

Walter Cox

Department Director or Supervisor - Signature

Print Name Walter Cox

10/10/13

Date Reviewed

[Signature]
Chief Financial Officer

10/11/13

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: Fire

Reason for Request:

Maintenance on fire apparatus over 20 yrs old exceeded budgeted amount.

Reason for Available Funds:

Savings yielded in service contracts due to some contracts coming in less than projected, and negotiated prices held from prior yr

From:

Account Number	Account Name	Amount
12202- 44223	Service Contracts	5,736

To:

12202-46390	Vehicle Maintenance & Fuel	5,736

Sep 17, 2013

Date Requested

Walter Cox
 Department Director or Supervisor - Signature

Print Name

Walter Cox

10/9/13
 Date Reviewed

[Signature]
 Chief Financial Officer

10/11/13
 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: Youth Services

Reason for Request: increase in fees to DMV for public passenger endorsement

Reason for Available Funds: repairs to vans not needed

From:

Account Number	Account Name	Amount
<u>14102 - 46390</u>	<u>VEHICLE MAINTENANCE & FUEL</u>	<u>2</u>

To:

<u>14102-44208</u>	<u>PROFESSIONAL SERVICES</u>	<u>2</u>

Oct 7, 2013
Date Requested

Valerie Geato
Department Director or Supervisor - Signature

Print Name Valerie Geato

10/9/13
Date Reviewed

[Signature]
Chief Financial Officer

10/11/13
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: Youth Services

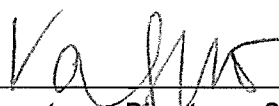
Reason for Request: Allocation across departments of costs to publish the Colchester Connection

Reason for Available Funds: repairs to vans not needed

From:	Account Number	Account Name	Amount
	14102 - 46390	VEHICLE MAINTENANCE & FUEL	343

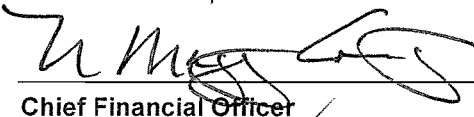
To:	14102-44232	Printing & Publications	343

Oct 7, 2013
Date Requested

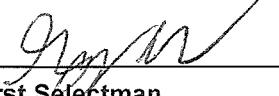

 Department Director or Supervisor - Signature

Print Name Valerie Geato

10/9/13
Date Reviewed


 Chief Financial Officer

10/11/13
Date Approved


 First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

Department: Senior Center

Reason for Request: To cover budget over expenditures in Building Rental (line item #44215) due to actual rental agreement being slightly more than annual budgeted amount.

Reason for Available Funds: Due to the resignation of the former Director and the subsequent 7 month vacancy for that position, there is a surplus in the Regular Payroll (line item #40101).

From:	Account Number	Account Name	Amount
	40101	Regular Payroll	41

To:	Account Number	Account Name	Amount
	44215	Building Rental	41

Sep 18, 2013
 Date Requested Patricia A. Watts
 Department Director or Supervisor - Signature

Print Name Patricia A. Watts

10/10/13
 Date Reviewed [Signature]
 Chief Financial Officer

10/11/13
 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: Senior Center

Reason for Request: To cover budget over expenditures in Printing & Publications (line item #44232) due to costs associated with printing Colchester Connections publication

Reason for Available Funds: Due to the resignation of the former Director and the subsequent 7 month vacancy for that position, there is a surplus in the Regular Payroll (line item #40101).

From:	Account Number	Account Name	Amount
	40101	Regular Payroll	148

To:	Account Number	Account Name	Amount
	44232	Printing and Publications	148

Sep 18, 2013
 Date Requested Patricia A. Watts
 Department Director or Supervisor - Signature

Print Name Patricia A. Watts

10/9/13
 Date Reviewed [Signature]
 Chief Financial Officer

10/11/13
 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: Senior Center

Reason for Request: To cover budget over expenditures in Electric (line item #45622) due to actual electrical costs at the senior center exceeding the annual budget by \$439.62.

Reason for Available Funds: Due to the resignation of the former Director and the subsequent 7 month vacancy for that position, there is a surplus in the Regular Payroll (line item #40101).

From:	Account Number	Account Name	Amount
	40101	Regular Payroll	440

To:	Account Number	Account Name	Amount
	45622	Electric	440

Sep 18, 2013
 Date Requested

Patricia A. Watts
 Department Director or Supervisor - Signature

Print Name Patricia A. Watts

10/9/13
 Date Reviewed

[Signature]
 Chief Financial Officer

10/11/13
 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: Senior Center

Reason for Request: To cover budget over expenditures in Building Repairs (line item #46226) due to the unanticipated purchase and installation of a new air conditioner and improvements to the new Director's office, with overages totaling \$576.68.

Reason for Available Funds: Due to the resignation of the former Director and the subsequent 7 month vacancy for that position, there is a surplus in the Regular Payroll (line item #40101).

From:	Account Number	Account Name	Amount
	<u>40101</u>	<u>Regular Payroll</u>	<u>577</u>

To:	<u>46226</u>	<u>Building Repairs</u>	<u>577</u>

Sep 18, 2013
 Date Requested *Patricia A. Watts*
 Department Director or Supervisor - Signature

Print Name Patricia A. Watts

10/10/13
 Date Reviewed *[Signature]*
 Chief Financial Officer

10/11/13
 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: Senior Center

Reason for Request: To cover budget over expenditures in Vehicle Maintenance & Fuel (line item #46390) due to overages in fuel usage totaling \$1,547 (approximately 9 gallons per week) and about \$4,000 in unanticipated repairs to the Subaru Forester, which was not budgeted for. Budget overages total \$5,306.36.

Reason for Available Funds: Due to the resignation of the former Director and the subsequent 7 month vacancy for that position, there is a surplus in the Regular Payroll (line item #40101).

From:

Account Number	Account Name	Amount
40101	Regular Payroll	5,307

To:

46390	Vehicle Maintenance & Fuel	5,307

Oct 11, 2013
 Date Requested Patricia A. Watts
 Department Director or Supervisor - Signature


Print Name Patricia A. Watts

10/11/13
 Date Reviewed [Signature]
 Chief Financial Officer

10/11/13
 Date Approved [Signature]
 First Selectman

 Date Approved _____
 Board of Selectmen Clerk

 Date Approved _____
 Board of Finance Clerk

To: Board of Selectmen
From: N. Maggie Cosgrove, CFO 
Date: October 4, 2013
Re: Health and Wellness Program

As you know, health care costs continue to rise for employers across the US - including at the Town/BOE of Colchester. Unfortunately, increasing health care costs mean more expensive health benefits for the Town/BOE of Colchester and for our employees.

While causes of this problem are numerous, one thing is clear. Poor individual health management is a core cause of the health care cost crisis. You might be alarmed at some of the national health trends:

- Only 1% of all healthcare costs are spent on prevention
- More than ½ of the people with either diabetes, high cholesterol, depression or anemia are unaware of their health condition(s)
- Liver disease is at an epidemic stage. 10% of Americans have a liver disorder – and 70% of these conditions are undiagnosed.

The fact is clear that to control health care costs long term, individuals need to get better involved in their health management. By better involved, we mean employees need to **understand** their current health state, **take action** on current health problems, and **prevent** more serious problems from occurring.

With these ideas in mind, we are proposing to bring a new benefit to our employees – a **comprehensive health and wellness program**. This process gives employees:

- A thorough health evaluation administered at the workplace
- Printed and on-line health education tools
- Personal health management support for employees with high risk health problems

This program is a win/win process for the Town/BOE of Colchester and our employees. Our employees get a high quality system to help them with their health management, and the Town/BOE of Colchester gains a proven process to pro-actively help curb increasing costs.

Once approved, we will begin offering the first step of this program – on-site health screenings for both employees and their spouses – administered in our locations. As part of the program, we will be offering a financial incentive in the amount of \$100 to participating employees (no incentives will be paid for participating spouses). This program is **completely confidential** and is intended to help employees and their spouses get and stay healthy – a process which benefits everyone involved.

We are recommending that the program be administered by Interactive Health at a cost of \$158 per participant which will be processed as a health claim submitted to Anthem and therefore funded through the self-insurance fund claims payments. A copy of the proposal from IHS is included with this memo. Incentive payments for participating employees are also proposed to be funded from the insurance reserve fund.

Monitor Potential for Metabolic Syndrome Health Assessment/Biometrics

Key Indicators

- ❖ Determination of the condition is a "pass/fail" test and is based on presence of three out of five of the criteria.
- ❖ In general, a person with Metabolic Syndrome is twice as likely to develop heart disease and five times as likely to develop diabetes as someone without it.

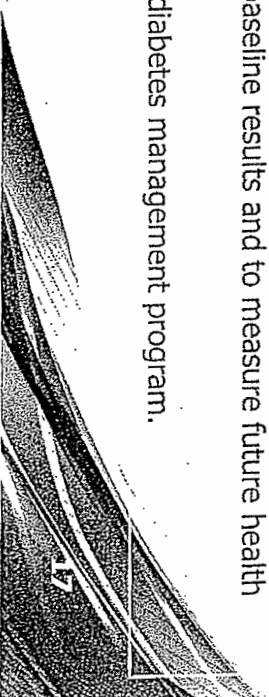
Risk Factors for Metabolic Syndrome

FACTOR	MALE	FEMALE
Elevated Waist Circumference	Greater than 40 inches	Greater than 35 inches
Body Mass Index (BMI)	Greater than 25 (Overweight or Obese)	
Elevated Triglycerides	Greater than 150 mg/dL	
Reduced HDL Cholesterol	Less than 40 mg/dL	Less than 50 mg/dL
Elevated Blood Pressure	Systolic Greater than 130 AND/OR Diastolic greater than 85	
Elevated Fasting Glucose	Greater than 100 mg/dL	

ACTION

- ❖ Implement a "Know Your Numbers" campaign with ongoing communication, use incentives or a corporate challenge.
- ❖ Determine if approach requires a wellness vendor or will be home grown and managed internally with Anthem.
- ❖ At risk members will need to engage with PCP or receive outreach from vendor or Anthem.
- ❖ HA and biometric data needs to be integrated with InfoLock to determine baseline results and to measure future health improvements.
- ❖ Members with elevated glucose should be referred to a PCP and Anthem's diabetes management program.

InfoLockSM



Interactive Health Comprehensive Wellness Solution Proposal

Presented to:

Town & Board of Education of Colchester

Presented by:



Sean Fitzgibbons
Regional Manager
224-223-4792

January 25, 2013

TABLE OF CONTENTS

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Executive Summary

Interactive Health proposes to provide a comprehensive wellness solution to the Town & Board of Education of Colchester. Our health management solution is flexible to address any stage of readiness and engagement your organization is looking to achieve. Based on the Town & Board of Education of Colchester's vision, Interactive Health can build and grow our partnership with your organization today and into the future.

We provide a complete wellness solution proven to lower health care costs and increase productivity. Our program leverages the data compiled from our comprehensive employee health evaluation process, including biometric testing and health history, to create a personalized course of action that drives behavior change. We help you motivate your employees and increase program participation by enabling you to reward individuals in the future for meeting a measurable and achievable health goal.

When incentives are strategically designed, the Town & Board of Education of Colchester can create a cost neutral comprehensive wellness solution by shifting cost to those employees who do not participate.

The Town & Board of Education of Colchester may elect to offer the program to eligible employees on Colchester's medical plan. Optionally, employees not on the medical plan and spouses could participate in the program.

Based upon previous discussions held with Colchester, Interactive Health recommends the following solution:

- First year participation is rewarded with incentives by participation in a health evaluation, a Health Risk Assessment, and tailored healthy actions
- Future year participation includes an outcomes-based wellness program that incorporates incentives for improving health outcomes and participation in healthy actions
- Health evaluations will be conducted onsite at and/or at one of LabCorp's 2,300 nationwide locations
- Comprehensive program that includes
 - Health evaluations (biometric screening and health history)
 - Immediate intervention/Health Coaching
 - Personalized member portal
 - Personalized member health action plan
 - Ongoing educational and engagement tools
 - Detailed personal and employer reports

Interactive Health Company Overview

Interactive Health is the leader in outcomes-based wellness and health management solutions. Through the collection of biometric data and a health risk assessment, we apply a proven, scientific methodology to detect health risk at the earliest possible stage.

Our team of physicians and health coaches immediately intervene and create a personalized course of action for every at-risk individual. Every program is customized to fit each individual's personal needs. A unique achievable goal is assigned to each member based on individual results and performance is measured and rewarded using clinical outcomes and/or healthy actions.

Our program creates a pathway to better health that is designed to measure, motivate, and reward individual progress. Using our outcomes-based approach to wellness, we have a 20-year track record of creating a healthier workplace and a healthier bottom line.

In 2012, we performed 280,000 health evaluations at 5,500 unique locations across the country. Today, we are the nation's premier Population Health Management Company working with more than 1,500 fully insured and self-insured companies nationwide.

Interactive Health Vision/Healthiest Companies in America

Our vision is to have every one of our clients become a Healthiest Company in America. By focusing on health as a strategic initiative, rather than just a line item cost, companies can create a culture of health and drive changes and results that lead to healthy and productive employees.

Certifications

Interactive Health is NCQA Accredited with Performance Reporting. NCQA Wellness & Health Promotion Accreditation comprehensively evaluates key areas of health promotion, including how wellness programs are implemented in the workplace, how services such as health coaching are provided to help eligible individuals develop skills to make healthy choices and how sensitive information of eligible individuals is properly safeguarded.

Interactive Health Strategy

Measure, Motivate & Reward

Our program rewards results. Interactive Health has developed a Measure, Motivate & Reward process that delivers results. Each member receives a personal health score & goal as measured by our proprietary Interactive Health Index. It gives members a baseline measurement of their health status and a personal health goal. In the first year, employees are rewarded for participation. In subsequent years, incentives are earned for achieving a fair and attainable goal and/or for achieving health actions. Individuals unable to meet or maintain their personal health goal may obtain a signed medical waiver from their physician.

Interactive Health Differentiators

Outcomes- Based Program

Our Measure, Motivate & Reward program uses clinically based facts to engage employees and reward performance based on health outcomes and achievement of healthy actions.

Industry Leading Quality

Interactive Health offers unparalleled quality throughout the process. Participants have consistently provided a 99.44% satisfaction rating. Interactive Health was one of the 16 original companies to achieve NCQA Accreditation. All medical staff are Interactive Health employees and are required to complete extensive training.

Proven Results

We deliver meaningful results for you and your employees. An independent third party review, by Zoe Consulting, concluded our outcomes-based programs have a significant, positive impact on reducing medical claims and increasing productivity. The multi-year study concluded:

- 6.1 percent average annual medical cost trend reduction
- 7.7 percent reduction in Per Member Per Month (PMPM) in the final year of the study
- Employees returned to work approximately nine days sooner from a workers' compensation incident
- Employees returned to work 17 days sooner from short-term disability

Program Components

Interactive Health proposes to provide a comprehensive, wellness program incorporating incentives for the Town & Board of Education of Colchester. In year one, members will receive a health evaluation and a personal health goal to achieve in future years. The year one incentive will be based upon participation. In year future years, members will earn the incentive by achieving their personal health goal and/or for completing health actions.

The program will consist of the following elements:

Measure

Preventive Health Evaluations

The clinically based evaluation is just the beginning of the wellness program. Provided at the worksite or through a network of 2,300 LabCorp facilities conveniently located throughout the U.S. for offsite and remote employees, the evaluation includes up to a 34 panel blood test and a health history questionnaire. Every member receives a personal health report that includes their personal health score, goal for next year, test results, and an explanation of their current health. The personal health report is available online within 48-72 hours. A paper copy is also mailed to the member's home.

Our health evaluation provides all members with the results of their diagnostic tests. The venipuncture is used to detect a wide range of health issues including cardiovascular disease risks (high cholesterol, high blood pressure, and diabetes), liver and kidney disease, anemia and certain types of cancer. We also analyze self-reported health information to assess risks for heart attacks, strokes, mental health problems, and sleep disorders.

While all members get comprehensive clinical and risk evaluations, we also include additional testing to members based on age, gender and health status:

- Males 50 and over receive a PSA (prostate cancer) test
- Females 40 and over receive a thyroid disease test

We analyze the lab results, along with the member's health history, and create a personalized course of action. The result is a detailed evaluation of the employee's current and potential future health state.

Interactive Health Index

We can help the Town & Board of Education of Colchester customize an incentive strategy designed to increase participation and promote healthy living at work and at home by creating a personal health action plan for each employee. The personal action plan allows your employees to earn incentives for meeting their personal health goal assigned by Interactive Health. Using our proprietary Interactive Health Index (IHI), we provide a baseline score using clinically measureable, lifestyle influenced, risk

factors. Each member is given a personal health score and an achievable goal to attain the following year.

6-Month Quick Check

Six months after the initial health evaluation, all program members are encouraged to complete an additional biometric screening. The ability to quickly check individual progress toward achieving one's personal health goal is conveniently available at a nearby lab facility.

Employee Personal Health Report

All members receive a confidential Personal Health Report that includes their lab results, a summary of their findings, their individual Interactive Health Index (IHI) score, their personal health goal for the following year, and relevant health information based upon their results. The Personal Health Report is mailed to the member's home 10-14 days after completing the Health Evaluation. Results are also available on the Interactive Health member website (www.interactivehs.com) within 72 hours after the Health Evaluation.

Employer Data and Outcome Reporting

When the evaluation period is complete, Interactive Health provides an aggregate review of program outcomes, and year-to-year trends compared to similar companies and other Interactive Health clients. We also offer to transfer data to your existing disease management partner and coordinate care with on-site clinics or any other approved partner that is part of your health and wellness program.

The employer report includes detailed information on the overall health status of the workforce. This aggregate report can be broken down by location and company level and includes:

- Program Participation
- Use of online web information and tools
- Health Awareness
 - Identify newly discovered conditions as well as more serious conditions
- Impact of the results on business performance
 - Direct avoidable medical costs
 - Indirect costs; productivity, quality and workers compensation
- Establishment of benchmarks
- Comparison of your company results against peers and the Interactive Health book of business
- Company Trends
- Recommendations driven by findings

Motivate

Connecting Care

By connecting the data, Interactive Health is able to tie together all aspects of the employee's care team, including physician, wellness program, and any care programs offered through the health plan. With the members permission we can fax their lab results to their physician for continued care management.

Comprehensive Educational and Engagement Tools

At Interactive Health we provide a wide variety of printed, online, and interpersonal health management tools designed to help members achieve their personal health goal.

Immediate Intervention

Based on our clinical protocols we connect your employees with the appropriate type of intervention. Within 48 hours of the health evaluation our health team will immediately intervene by making outbound calls to address critical issues detected in the members' lab results. Our master-degreed health coaches address newly discovered and urgent cases to help slow their progress.

Personalized Health Coaching

Health counseling and health improvement courses are offered to all members from Master's Degree Health Certified professionals. The goal of the program is to assist the member in understanding their health evaluation results; encourage them to see their PCP (primary care physician) as directed in their personal health report; and offer additional health management tools to assist them in achieving their personal health goal.

The success of health coaching as an intervention is based on its personalization. Each session is member focused, taking into consideration the individual's health risks, readiness to change, environment, preferences, and other factors to create a plan for change that works for that individual. Though coaching sessions will always be unique, health coaching as a discipline is provided in a consistent way to deliver reliable and positive outcomes, call after call. Each Health Focus program is evidence-based with the provision of NCQA certified education resources provided by WellAssured.

Our clinical outreach & health coaching staff are experienced in educating & motivating the high risk members to take action on their health issues. They are also involved in coaching & counseling low risk employees through one/one sessions, monthly member webinars and providing care support information on specific conditions.

Our health coaches go beyond mastering health as a science, to understanding health as a behavior. Health Coaches help members place value on health, address ambivalence to change, set goals, own

actions, build supportive environments and networks, overcome obstacles, and celebrate successes. We base our coaching strategy on the 5 A's Organizational Construct for Clinical Counseling: Assess, Advise, Agree, Assist and Arrange. (Endorsed by the U.S. Public Health Service Task Force) We believe that coaches, who are very highly educated and serve as mentors as well as experts achieve the best outcomes.

Health coaching supports and helps member to change unhealthy lifestyle behaviors. The coach and member work in partnership to facilitate healthy lifestyle changes using evidence-based behavioral methods, including:

- Motivational interviewing
- Active listening
- Transtheoretical model (e.g., stages of change)
- Decisional balance
- Exploration of health values
- Self-efficacy
- Positive psychology (e.g., "strengths-based" approach)

During each health focus session, the coach will assist the member in setting their own health goals based on the SMART principle of goal development. When members set their own health goals, they gain the confidence to take on more challenging tasks, regardless of their abilities. The coach guides the member in defining priorities in building on strengths and identifying areas for improvement. Each week when the member is engaged in a health focus session, the progress toward a member's goals will be assessed. Based on the progress made, the coach and the member will further enhance the member's goal or discuss potential problem solving to address barriers to meeting their goals.

Clinical supervision of the coaches is provided by monthly chart audits and provision of constructive feedback from these reviews. In addition, member feedback is provided to the coach that is obtained on the program surveys.

Coaches are required to obtain the necessary continuing education as dictated per their profession. All coaches must maintain active registration, licensure, and certifications that are applicable to their credentials. We maintain clinical supervision of our health coaches through our Health Management System, charts and phone audits.

We offer telephonic courses for coaching. A variety of tools are also included at www.interactivehs.com to educate and engage members throughout the year on their journey to achieve their individual personal health goal. The website includes virtual medical records, personal health History, online learning tools, an award winning health encyclopedia powered by Health Wise, a health database, and customized health related information and articles.

Based on risk conditions your employees are encouraged to enroll in one of our HealthFocus courses:

- Smoke-Free for Life
- Diabetes Prevention and Control
- Lifestyles for Successful Weight Loss

- Managing Cholesterol Levels
- Managing and Preventing High Blood Pressure
- Better Nutrition
- Personalized Fitness
- Achieving Balance

After a Health Focus program is completed, each Interactive Health member receives a survey that measure their perceived personal success during the health coaching, level of satisfaction with the educational content provided and presented, and the overall impression of the coach's ability to inform regarding healthy lifestyle solutions and motivate change in the member. 95% of our members achieve the goals they set with their health coach.

Web-Based Engagement Tools

A variety of tools to educate and engage members throughout the year on their journey to achieve their individual health goal are included online. The website includes lab results (both current and previous year's history), online learning tools, an award winning health encyclopedia, a health database, and customized health related information and articles. Employees can go online to review test results and request their lab results be faxed to their physician. We also provide on-going education through monthly newsletters and regularly scheduled webinars.

Reward

Outcomes-Based Incentive Program

Our outcomes-based program holds your employees accountable for their health. We motivate your employees and increase program participation by tying incentives to both clinical outcomes and healthy activities. We provide you with tools that enable you to reward your employees for meeting health goals and for participating in healthy activities. Recognizing incentives are imperative to driving behavior change, we help you put the right incentives in place to ensure your employees achieve their health goals.

Implementation

Program Rollout and Ongoing Support

Part of our industry leading quality includes comprehensive program roll out and strategies that leverage our experience and expertise to effectively communicate with your employees while shifting the workload to us. A Strategic Account Executive will lead your Interactive Health wellness team. Your Strategic Account Executive has the expertise to assist you with designing the right incentive program to ensure maximum participation while identifying opportunities for increased engagement and overseeing program modifications to enhance results. Your Strategic Account Executive will also work with you to align your wellness program with your overall health benefits program. This will allow us to leverage your company's investments in employee healthcare and wellness.

Health Evaluation Process

Interactive Health will use a combination of onsite services for the Town & Board of Education of Colchester with locations including 30 or more members and our network of over 2,300 labs, for all other members and spouses that cannot attend the on-site health evaluations.

Our unique service model and ability to connect with employees and spouses throughout the U.S. by utilizing our established program communications and scheduling processes for the lab work will make this a seamless process for the Town & Board of Education of Colchester and will maximize participation. Interactive Health will send targeted mailings and follow up via phone to the remote employees reminding them of the program and answering any questions they may have regarding the health evaluation.

Implementation Timing

The program rollout begins approximately 6 weeks prior to the health evaluations. This allows time to communicate the program effectively to employees and increase participation.

Interactive Health Program Cost

All components of our program are bundled into a flat fee per participant or billed through the existing health plan. Our clients' best practice is to create an incentive design, to cost shift to those employees who choose to not participate, in order to fund the program for those who do. We track our clients' participation very closely with the incentives they offer. We can help you build an incentive strategy so your Interactive Health program would require little to no additional budget.

Basic Program Cost

\$158.00/per member, program cost includes:


- Health Evaluations, Biometric Testing and Health History (On-site and Off-sites testing at LabCorp facility)
- Smart Testing, based on age, gender, and health history to include: PSH and TSH
- Connection to member's physician (faxing results)
- Immediate Intervention outreach
- Health Coaching via telephone
- Personal Health Report to each member
- Personal Health Score and Goal powered by our proprietary Interactive Health Index (IHI)
- Unlimited access to www.interactivehs.com member online health portal
- Health Risk Assessment
- Medical Library
- Targeted Health Emails
- Six month Quick Check
- Aggregate Employer Results Report
- Program Communications

Additional Laboratory Test Options

The following laboratory tests are available and can be added to your program at an additional fee:

- Nicotine Metabolite Testing - \$35.00/member
- Vitamin D - \$45.00/member
- hs-CRP - \$40.00/member

Town of Colchester Interoffice Memorandum

To: Gregg Schuster, First selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: October 11, 2013
Re: Results and Recommendation RFP for Elmwood Heights Water Storage Tanks

Responses were received for the Recoating of the interior of the two water storage tanks located at Elmwood heights. The two tanks are a 375,000 gallon and a 600,000 gallon tank (AKA the 40 ft and 60 ft tank respectively). The need for recoating the tanks was determined from interior inspection conducted in 2012. The materials required for recoating the interior of potable water storage tanks are highly specific and contractors were required to provide a successful work references together with bid pricing.

Three respondents that met the paint manufacturer's criteria submitted bids for the work. Bids were considered for both the tanks individually and combined. The results were as follows:

	<u>Marcel A. Payeur Inc.</u>	<u>L.F. Calvin</u>	<u>Rockwood Corporation</u>
Item 1 – 40 ft Tank	\$167,000	\$164,760	\$160,000
Item 2 – 60 ft Tank	\$213,000	\$217,934	\$230,000
Item 3 – Combined Both Tanks	\$337,000	\$382,764	\$380,000

From the submitted responses, the Sewer and Water Commission reviewed the value provided by having both tanks recoated as it is listed as the third of three capital projects. The Commission determined that the recommendation to award the contract for both tanks recoating to the Marcel A. Payeur Company of Sanford Maine was in the best interests of the rate payers of the Town of Colchester Water Company and that there are sufficient funds to conduct the work in the Undesignated Water Capital Fund in order to complete both tanks.

I have attached the minutes of the October 9, 2013 Sewer and Water Commission meeting that recommends the award and the appropriation of funding from the Undesignated Water Capital Fund to a newly created Capital Project to be known as " Elmwood Heights Paint Recoating". See Item 8D (3)

Proposed Motion:

Motion to award a contract for Recoating of both of the Elmwood Heights Water Storage Tanks to Marcel A. Payeur, Inc. of Sanford Maine, as recommended by the Colchester Sewer and Water Commission, for a contract sum of \$337,000 and to authorize the First Selectman to sign all necessary documents.

Motion for the appropriation of \$337,000 from the undesignated Water Capital Fund Balance to a newly established Capital Project Fund entitled Elmwood Heights Water Storage Tank Recoating, as recommended by the Sewer and Water Commission, and that all funds required to be paid for completion of the work for said recoating work shall be paid for from said project fund.



Colchester Sewer and Water Commission

Minutes of the October 9, 2013 Regular Monthly Meeting

Municipal Office Complex
Colchester, Connecticut

Members Present: R. LeMay, R. Jones, K. Fagnoli, S. Coyle, R. Silberman, R. Peter
Members Absent: T. Tripodi
Others Present: R. Tarlov (BOF liaison) at 8:20, G. Cordova (BOS liason) at 8:20,
J.Paggioli (Public Works)

1. **Call to Order-** Chairman LeMay called the meeting to order at 7:00 p.m.
2. **Additions to the Agenda** – None
3. **Approval of the Sewer and Water Commission September 11, 2013 Regular Monthly Meeting Minutes** – Motion to approve the minutes of the September 11, 2013 regular monthly meeting as submitted, with a typographic correction on Item 6A, by R. Peter, second by R. Silberman; Motion approved 5-0-1 (R. Jones abstained)
4. **Citizen's Comments** - Students of the Bacon Academy that were in attendance at part of their curriculum asked some general questions.
5. **Subcommittee Reports**
A. Finance – Transfers, Monthly financial reports, Quarterly billing, Disputes, other
Transfers – None

Monthly Financials – Monthly financials were distributed and discussed.

Quarterly Billing –As of 9/30/13 we have collected 24.8% of the projected budget and we have billed out 25.1% of the “projected”. The second quarter billing was successfully completed by the “new” staff.

Disputes: Request for sewer credit was received from Gary Laliberte at 251 South Main Street. The location suffered from an internal washing machine line that burst, and was directed to the sump pump of the basement and discharges to the rear of the yard. Mr. Paggioli verified the discharge was not to the sewer system. The owner is willing to pay the maximum previous historical use, and all water used including the leak. The sewer credit would be \$281.00 for use over the historical maximum. Motion was made to grant the Sewer Use credit in the amount of \$ 281.00 to Mr. Gary Laliberte for service at 251 South Main Street was made by S.Coyle and Seconded by R.Jones. Motion passed 6-0.

6. Water Activities

A. Water Activities Report -

- 1) Service Work: Mark outs, Finals, Multiple Profiles were conducted by staff.
- 2) New Developments: one final connections at Northwoods. Phase IV beginning construction inspection
- 3)Taintor Hill Treatment Plant: Coordination of Plant operations.
- 4) Distribution enhancement work, Inline valve Broadway and hydrant replacement plan work.
- 5) Elmwood tanks- Coordination for upcoming project.
- 6) Backflow inspections town and school properties.
- 7) Tractor Supply installation coordination and inspection.
- 8) Begin Spray Park analysis for repair and Water Fountain replacement at Rec. Plex.
- 9) 50% complete mapping project for Well 3A potential site at plant.
- 10) Monthly Water Quality Sampling- No issues.
- 11) Mainbreaks: 0 Shutoffs: 1
- 12) Training of Lake Hayward Road Pump Station

B. Water Projects Status –

- 1) Operations were normal.

7. Sewer Activities

A. Joint Facilities Report – The Rotary Drum Thickener: The Town of East Hampton and Colchester received letters denying the STEAP grant request. Joint Facilities will address funding options at future meetings in October.

B. Sewer Activities Report – Training, Inspection and acceptance of the Lake Hayward Road Pumping Station.

C. Sewer Projects Status –

- 1) Proposed Lebanon Portion of the Amston Lake sewer extension- The Town of Lebanon has begun to direct flows into the system. No issues are being encountered within the Colchester portion of the system.
- 2) Construction commenced on RT. 85 Sewer and Water Extension. Sewer pump Station is 99% complete. Operationally it is 100% Tested and operationally. Mr. Paggioli has forward the acceptance letter for operation of the station to be transferred to the Town of Colchester effective 10/10/13 to the State of Connecticut.
- 3) The Flat Brook Odor Control Station suffered a failure of both air compressors two Fridays ago. Unfortunately, due to the age of the alarm system, no signal was sent to the plant in East Hampton. The issue was

“noticeably discovered” on Sunday in the downtown East Hampton area. The issue was emailed to the plant on Monday and Joint facilities investigated and discovered the failed compressors. They worked through the night in order to get one running which is sufficient for medium level flows. However the other requires full replacement at an estimate of \$9,000. The alarm system replacement for the obsolete system is approximately \$8,000. Mr. Clayton was given the direction by Mr. Paggioli to begin the work. There is sufficient funds between Equipment repair and contingency or Transfers to Capital Purchases in order to cover the cost.

8. Old Business

A. STEAP Grant – The State DOT and Lawrence Brunoli Inc. commenced work on 9/4/12. Water Service and Fire Protection have passed tests. Construction of the Sewer Portion of the Project has commenced. Maintenance Agreement for the water and sewer main and pump station has been approved and signed by the Board of Selectmen and returned to the State of Connecticut. The Pump station is operational as of 10/10/13.

B. I&I Study Discussion– No further work conducted this month.

C. Colchester Courtyard Update – Meeting held at DPH to review draft of Courtyard Capital Improvement plan and cost comparison to legal interconnection for 10 year time frame on 2/8/12. Final plan received and reviewed 4/9/10. Prepared materials clearly document that the cost for interconnection and service is over 4 times the cost of operation as a satellite system by the owners of the system. DPH meeting was delayed to 6/5/12 due to death of employee at DPH. DPH on June 5, 2012, report comments from DPH arrives at 1600hrs on 6/4/12. Meeting occurs, question if cost of water should be included in 10 year analysis, but otherwise productive. Plan has sent to 3rd party review by GeoInsight. DPH would like Town’s position on the report for 9/25/12 meeting. Meeting delayed by DPH at the request of GAIA legal counsel. Rescheduled for Nov 27, 2012 Meeting was held. DPH agrees with Town of Colchester position. Final legal documents being prepared for consent order and vacating of interconnection order being prepared. Next scheduled hearing 5/23/2013. No further work conducted this month. Extension for review was granted by DPH & PURA until after 7-31-13. See packet.

UPDATE: Technical meeting between staff and DPH, Atty. General, and GAIA representatives regarding DPH inspection of GAIA system and legal documents preparation by Atty. General. **Next Meeting 11/6/13.**

D. Capital Planning Update.- In response to presented opportunity for long-term lease possibilities, evaluation of 3 locations were conducted. The most advantageous location is presently owned by the Town of Colchester. Further research investigation is being conducted in order to plan for required regulatory approvals. No further work conducted this month other than preparation of existing mapping for location and potential Well 3A site at plant. Staff and

Director have prepared an RFP for redevelopment Well 5A. After consultation with S. Klobukowski, the priorities of the system are 1) Redevelopment of Well 5A (**Completed 4/2013**) ; 2) Begin Well 3 replacement project and combine with test drilling on potential sites for future source and diversion permit;

3) Recoating of Interior of Elmwood Tanks.

Responses to the RFP for the Recoating of the Elmwood Heights Water Storage Tanks are as follows: Marcel A. Payeur, Inc. -\$337,000; L.F. Calvin Inc. \$382,764; Rockwood Corporation-\$380,000. Each of the respondent are certified applicators of the specified coating products and application methods. After the discussion at the previous meeting regarding the need to award both tanks for recoating, the low bidder for the both tanks is the Marcel A. Payeur, Inc, of Sanford, Maine. In order to proceed, there must be two recommendations made to the Board of selectmen, one for award and authorization of the First Selectman to enter into a contract for the recoating of the Tanks, and a second in order to appropriate the sum of \$337,000 from the undesignated water capital fund to a new Capital Project line entitled Elmwood Heights Water Storage Tank Recoating, from which the project work will be paid.

Motion was made by R.Peter and Seconded R. Silberman to recommend to the Board of Selectman to award a contract for Recoating of both of the Elmwood Heights Water Storage Tanks to Marcel A. Payeur, Inc. of Sanford Maine, for a contract sum of \$337,000 and to authorize the First Selectman to sign all necessary documents. Motion was passed 6-0.

Motion was made by R. Peter and Seconded by R. Jones to recommend to the Board of Selectman the appropriation of \$337,000 from the undesignated Water Capital Fund Balance to a newly established Capital Project Fund entitled Elmwood Heights Water Storage Tank Recoating, and that all funds required to be paid for completion of the work for said recoating work shall be paid for from said project fund. Motion Passed 6-0.

E. Stream Flow Regulations - No regulatory issues this month. It is anticipated to increase upstream monitoring for future source location regulatory process.

F. Energy Performance Contract – Installation of the Transformer upgrades are completed at the Filtration Plant. O&M Building Sealing is completed. Lighting is complete. Building Automation system is being installed.

G. On Call Compensation – A tentative agreement with the Union has been reached. Awaiting ratification by the Union and approval by Board of Selectmen.

9. **Adjourn** - Motion to adjourn was made by Ken Fagnoli, second by S.Coyle; Motion approved 6-0. Chairman LeMay adjourned the meeting at 8:20 p.m.

Respectfully submitted,
James Paggioli, L.S.

Town of Colchester
127 NORWICH AVENUE, SUITE 201 & 202
COLCHESTER, CT., 06415-1260

Gregg Schuster
First Selectman

(860) 537 - 7220
FAX: 537 - 0547

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, by and between Marcel A. Payeur, Inc., of Sanford Maine herein after called the "Contractor", and the Town of Colchester.

WITNESSETH, that the Contractor and the Town of Colchester for Three Hundred Thirty Seven Thousand and 00/100 Dollars (\$ 337,000) and considerations stated herein mutually agree as to provide Interior Painting and Exterior Spot Repair Painting of the Elmwood Heights 40 ft and 60 ft water storage tanks in accordance with the Invitation to Bid entitled "Repainting of The Elmwood Storage Tanks Contract Documents Town of Colchester Water And Sewer Commission July 2013" and as follows:

- Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and service, including utility and transportation service, and perform and complete in an efficient and workmanlike manner all work required for snow and ice control in strict accordance with the Contract Documents, including all Addenda, thereto, all as prepared by the Town of Colchester. Completion of both tanks work shall occur no later than June 30, 2014.
- Article 2. The Contract Price. The Town of Colchester will pay the Contractor for the performance of the Contract in current funds for the total quantities of work performed at the unit prices or lump sum prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the section.
- Article 3. Contract. The executed contract documents shall consist of the following:
- | | |
|---------------------------|-------------------------------------|
| a. This Agreement & Bonds | g. Supplements Conditions |
| b. Addenda | h. Special Provisions |
| c. Invitations for Bids | i. Technical Specifications |
| d. Instruction to Bidders | j. Provisions of Contract Documents |
| e. Signed Copy of Bid | k. Notice of Award |
| f. General Conditions | |

THIS AGREEMENT, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if thereto attached or herein repeated, form the Contract between the parties thereto. In the event that any provision in any component part of this Contract conflicts with any other component part, the provision of the component part first enumerated in this Article 3, shall govern, except as otherwise specifically stated.

Town of Colchester
127 NORWICH AVENUE, SUITE 201 & 202
COLCHESTER, CT., 06415-1260

Gregg Schuster
First Selectman

(860) 537 - 7220
FAX: 537 - 0547

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

Attest: _____
(Contractor)

By: _____
(Name)

(Title)

TOWN OF COLCHESTER

Attest _____
By: _____
(Name)

(Title)

Certification of Corporate Contractor

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the contractor, was then _____ of said corporation; that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Signature)

(Corporation)

**REPAINTING OF THE
ELMWOOD STORAGE TANKS**

CONTRACT DOCUMENTS

**TOWN OF COLCHESTER
WATER AND SEWER COMMISSION**

JULY 2013

REPAINTING OF THE ELMWOOD STORAGE TANKS

OWNER: Town of Colchester
Sewer & Water Commission
127 Norwich Ave.
Colchester, CT. 06415

Phone: (860) 537-2806

Any questions please contact:

Bid Package Questions: Pam McCann

Project Inspector: Philip Gaudette

Technical Questions: Steve Klobukowski

TABLE OF CONTENTS

DOCUMENT NO.	DOCUMENT NAME
02	Project Directory
03	Table of Contents
04	List of Technical Specifications

BIDDING REQUIREMENTS AND CONTRACT CONDITIONS

DOCUMENT NO.	DOCUMENT NAME
05	Invitation to Bid
06	Instructions to Bidders
07	Bid Form
08	Insurance
09	General Conditions

TECHNICAL SPECIFICATIONS

PRODUCTS:

Tnemec Company, Inc. of Kansas City, Missouri. Materials specified herein are cited as minimum standard of quality, which will be acceptable.

Paints for interior wet applications must be listed by NSF International as certified for potable water contact in accordance with ANSI/NSF Std. 61, Section 5, Protective (Barrier) Materials and shall be approved by the Connecticut Department of Public Health in writing.

Coating Materials:

INTERIOR COATING SYSTEM

- A. The interior coatings shall be a urethane zinc rich primer followed by a two coat epoxy coating system applied to all interior surfaces of the tank including the floor, roof, hatches, structural support systems and other appurtenances.
- B. Coating System:
Interior Wet:
 - 1. Prime coat - Tnemec, Series 94-H2O Hydro-Zinc 2.5 – 3.5 mils
 - 2. Stripe prime coat - Tnemec, Series NI40F PotaPox 2.5 – 3.5.mils
 - 3. Top coat - Tnemec, Series FC22 Epoxoline white 25-35 mils dft
or Series 22 Epoxoline (temperature dependent)
- C. Pit filling shall be completed with Tnemec Series 215 Surfacer, or approved equal.

EXTERIOR COATING SYSTEM

- A. The exterior coatings shall be an epoxy primer followed by two coats of an aliphatic urethane applied to areas of corrosion and peeling paint.
- B. Coating System
Exterior (spot repair only)
 - 1. Prime Coat – Tnemec Series 135 Chembuild 4-6 mils DFT
 - 2. Topcoats – Two coats of Tnemec Series 73 EnduraShield 2-3 mils DFT
 - 2. Caulk at bottom lip edge of tank, at ring wall foundation-Sika flex 1a.

INVITATION TO BID

REPAINTING OF THE ELMWOOD STORAGE TANKS

Sealed bids for "Repainting of the ELMWOOD Storage Tanks" project will be received at the Town of Colchester Sewer and Water Commission, 127 Norwich Avenue, Colchester, Connecticut, 06415, until 3:00 PM on August 14, 2013, at which time they will be publicly opened and read aloud.

CONTRACT DOCUMENTS may be obtained at the Public Works Office, Town of Colchester, 127 Norwich Avenue, Colchester, CT. 06415.

BID SECURITY: a Bid Bond with an acceptable surety, or certified or bank check in the amount of 5% of the total bid shall be submitted with each bid.

The repainting of the Elmwood Storage Tanks needs to be completed on or before ~~October 25, 2013.~~ *JUNE 30, 2013 JP*

The contractor must ensure that employees and applicants for employment are not discriminated against because of their race, creed, color, religion, sex or national origin.

The Town of Colchester Sewer and Water commission reserves the right to reject any or all bids, to waive technicalities, and to award the contract as will best serve the sole interest of the Town of Colchester.

Steve Klobukowski
Colchester Water Department

BID FORM

PROJECT IDENTIFICATION:

Repainting of the ELMWOOD Storage Tanks, Surface Preparation (Sandblasting), Internal and External Coatings (touch up) on effected areas.

THIS BID IS SUBMITTED TO:

- 1.01** The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the OWNER in the form included in the Bidding Documents to perform all work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01** Invitation to bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that bidder may agree to in writing upon request of the OWNER.
- 3.01** In submitting this Bid, Bidder represents, as set forth in the agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Agenda, receipt of all which is hereby acknowledged.
- 4.01** There will be a site visit on August 7th at 9:00am for any perspective bidder. The site visit is NOT mandatory. The storage tanks are located at 37 Elmwood Heights Colchester, CT 06415.

COLCHESTER WATER DEPARTMENT

BID FORM

PROJECT IDENTIFICATION: Town of Colchester-Elmwood Heights- Tanks, Contract No.1

THIS BID IS SUBMITTED TO: The Colchester Water Department, 140 Taintor Hill Road, Colchester, CT. 06415

Bidder has examined the specifications for materials the Colchester Water Department intends to purchase and bidder agrees to hold bid prices for ninety days after bid due date. Items which are not in stock and unavailable for immediate delivery shall be identified on this form as "NA". Availability shall be noted.

- 1.) 40ft water storage tank interior @ \$ _____
- 2.) 40ft water storage tank exterior (Touch Up) @ per sq ft \$ _____
- 3.) 60ft water storage tank interior @ \$ _____
- 4.) 60ft water storage tank exterior (Touch Up)@ per sq ft \$ _____
- 5.) 40ft & 60ft water storage tank interior/exterior @ \$ _____

The Colchester Water Department reserves the right to accept or reject any and all bids submitted or to select any bid the Water Department deems is in their best interest or to rebid this project if the Water Department so desires. The Colchester Water Department may elect to purchase reduced quantities as desired at the bid price per item.

BIDS ARE DUE August 15, 2013, 10:00 PM at the Colchester Water Department, 140 Taintor Hill Road, Colchester, CT. 06415. ~~AN AWARD WILL BE ISSUED AND AN ORDER PLACED AT 11:00 pm ON THAT SAME DAY.~~ *AS*

Name of Contractor: _____

Contact Name: _____

Phone: _____ Email _____

TOWN OF COLCHESTER
INSURANCE REQUIREMENTS

The successful bidder must within five days of notification of acceptance of the bid, furnish the Town of Colchester Certificate of Insurance. Certificate of Insurance shall include Workers Compensation, Comprehensive General Liability with the following limits:

Bodily Injury \$1,000,000.00/\$2,000,000.00 each occurrence

Property Damage \$1,000,000.00/\$2,000,000.00 each occurrence

Shall include Contractual Liability Insurance with the same limits.

Comprehensive Auto Liability with the following limits:

Bodily Injury.....	\$500,000/\$1,000,000
Property Damage.....	\$500,000
Workers Compensation..	Statutory
Employer's Liability.....	\$100,000

The Town of Colchester shall be named as additional insured on the above coverage's.

COATING SYSTEMS FOR WATER STORAGE TANKS

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PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division I Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section specifies the preparation of surfaces, and furnishing and application of paint to the interior surfaces and appurtenances of the steel water storage tank.
- B. Disinfection and testing of interior surfaces prior to use for potable water shall also be provided under this section.

1.3 REFERENCE STANDARDS

- A. The latest edition of the following standards and specifications shall be used with regard to materials, design, construction, inspection and testing to the extent specified herein:
 - 1. ANSI/NSF 61 - Drinking Water System Components - Health Effects.
 - 2. ASTM D 16 - Terminology Relating to Paint, Varnish, Lacquer, and Related Products.
 - 3. ASTM D 4263 - Indicating Moisture in Concrete by the Plastic Sheet Method.
 - 4. ASTM F 1869 - Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
 - 5. AWWA C 652 - Disinfection of Water-Storage Facilities.
 - 6. AWWA D 102 - Coating Steel Water Storage Tanks.
 - 7. International Concrete Repair Institute (ICRI) Guideline No. 03732 - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.
 - 8. SSPC-SP 1 - Solvent Cleaning.
 - 9. SSPC-SP 2 - Hand Tool Cleaning.
 - 10. SSPC-SP 3 - Power Tool Cleaning.
 - 11. SSPC-SP 6/NACE 3 - Commercial Blast Cleaning.

COATING SYSTEMS FOR WATER STORAGE TANKS
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12. SSPC-SP 7 – Brush-Off Blast Cleaning.
13. SSPC-SP 10/NACE 2 - Near-White Metal Blast Cleaning.
14. SSPC-SP 11 - Power Tool Cleaning to Bare Metal.
15. SSPC-SP 12 – Water Jetting Prior to Recoating
16. SSPC-SP 13/NACE 6 - Surface Preparation of Concrete.
17. SSPC-PA 1 – Painting Application Specification.
18. SSPC-PA 3 – Painting Application Guide for Safety in Paint Application.
19. SSPC Vis-1 - Pictorial Surface Preparation Standards for Painting Steel Structures.

1.4 DEFINITIONS

- A. Definitions of Painting Terms: ASTM D 16, unless otherwise specified.
- B. Dry Film Thickness (DFT): Thickness of a coat of paint in fully cured state measured in mils (1/1000 inch).

1.5 QUALITY ASSURANCE

- A. No contractor shall be considered qualified unless it has at least five years experience in the field of water tank cleaning and tank painting of similar size and complexity in New England, as determined by the Owner. Contractor shall provide references and experience description upon request of the Owner.
- B. The Contractor shall be a qualified rigger or shall engage the services of a qualified rigger on the job at all times when rigging is being used. The foreman in charge shall have all rigging inspected by the rigger prior to use.
- C. The Contractor shall abide by all local, state and federal laws for confined space entry.
- D. All colors, unless specified herein, shall be selected by the Owner. The color selected will not necessarily conform to the manufacturer's color chart and any tinting required shall be done by the paint manufacturer to conform to the approved sample.
- E. Only non-lead based pigmentation shall be allowed for both interior and exterior primers and top coats.

COATING SYSTEMS FOR WATER STORAGE TANKS

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1.6 SUBMITTALS

- A. Shop Drawings: Submit the following in accordance with Section 01300 – “Submittals”:
1. Product Data: Submit manufacturer's product data for each coating, including generic description, product line number, complete technical data, surface preparation, and application instructions.
 2. Product Data: Submit technical data sheets for each coating, giving descriptive data. Curing times, mixing, thinning, and application requirements.
 - a. Provide material analysis, including vehicle type and percentage by weight and by volume of vehicle, resin and pigment.
 - b. Provide upon request of the Engineer, specific ASTM Performance Criteria for the submitted materials.
 3. Product Data: Submit manufacturer's Material Safety Data Sheets (MSDS) and other safety requirements
 4. Manufacturer's Quality Assurance: Submit manufacturer's certification that coatings comply with specified requirements and are suitable for intended application.
 5. Applicator's Quality Assurance: Submit list of a minimum of 5 completed projects of similar size and complexity to this Work. Include for each project:
 - a. Project name and location.
 - b. Name of owner.
 - c. Name of contractor.
 - d. Name of engineer.
 - e. Name of coating manufacturer.
 - f. Approximate area of coatings applied.
 - g. Date of completion.
 6. Applicator's Quality Assurance: Provide certification that specialized equipment as may be required by manufacturer for proper application of coating materials shall be utilized.
 7. Warranty: Submit manufacturer's standard warranty.
 8. A plan for providing adequate cross ventilation during welding, abrasive blasting, painting and curing of the interior of the tank.

COATING SYSTEMS FOR WATER STORAGE TANKS

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9. A certified test report shall be submitted indicating results from the dry film thickness and holiday tests.
10. A plan for chlorinating method to be used shall be submitted with the calculation for the amount of chlorine to be added to the tank along with the method to be used.

B. Pre-Installation meetings:

1. Schedule a conference and inspection to be held on-site before field application of coating systems begins.
2. Conference shall be attended by Contractor, Engineer, Owner's representative, coating applicators and a representative from the coating material manufacturer.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying:

1. Coating or material name.
2. Manufacturer.
3. Color name and number.
4. Batch or lot number.
5. Date of manufacture.
6. Mixing and thinning instructions.

B. Storage:

1. Store materials in a clean dry area and within temperature range in accordance with manufacturer's instructions.
2. Keep containers sealed until ready for use.
3. Do not use materials beyond manufacturer's shelf life limits.
4. Comply with all health and fire safety regulations.

C. Handling: Protect materials during handling and application to prevent damage or contamination.

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1.8 ENVIRONMENTAL REQUIREMENTS

A. Weather:

1. Air and Surface Temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's instructions.
2. Surface Temperature: Minimum of 5 degrees F (3 degrees C) above dew point.
3. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with manufacturer's instructions.
4. Precipitation: Do not prepare surfaces or apply coatings in rain, snow, fog, or mist.
5. Wind: Do not spray coatings if wind velocity is above manufacturer's limit.

B. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with AWWA D 102.

C. Dust and Contaminants:

1. Schedule coating work to avoid excessive dust and airborne contaminants.
2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.
3. Furnish automated, mechanical dust collection equipment of suitable size and CFM capability to capture and filter all exhaust dust for both the interior surface preparation procedures.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All tank painting shall be in accordance with the latest edition of AWWA D102, the Steel Structures Painting Council Specification SSPC-PA1, approved paint manufacturer specifications, and as specified herein.
- B. Each paint system shall be from a single manufacturer. Materials specified are those that have been evaluated for the specific service. Products of the Tnemec Company, Inc. are listed to establish a standard of performance and quality. Equivalent materials of other manufacturer's may be submitted on written approval of the Owner. Requests for substitution shall include manufacturer's literature for each product giving name, product number, generic type, descriptive information, solids by volume, recommended dry film

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thickness and certified lab test reports showing results to equal the performance criteria of the products specified herein. In addition, a list of five projects shall be submitted in which each product has been used and rendered satisfactory service.

- C. All paint systems shall be environmentally (VOC) compliant in accordance with all Federal and Connecticut regulations and the latest OTC (Ozone Transport Commission) VOC regulations.
- D. The interior paint system shall conform to Inside Coating System No. 5 as defined in AWWA D102 and shall be NSF approved.

2.2 INTERIOR COATING SYSTEM

- A. The interior coatings shall be a urethane zinc rich primer followed by a two coat epoxy coating system applied to all interior surfaces of the tank including the floor, roof, hatches, structural support systems and other appurtenances.
- B. Coating System:
Interior Wet:
 - 1. Prime coat - Tnemec, Series 94-H2O Hydro-Zinc 2.5 – 3.5 mils
 - 2. Stripe prime coat - Tnemec, Series N140F PotaPox 2.5 – 3.5.mils
 - 3. Top coat - Tnemec, Series FC22 Epoxoline white 25-35 mils dft
or Series 22 Epoxoline (temperature dependent)
- C. Pit filling shall be completed with Tnemec Series 215 Surfacer, or approved equal.

EXTERIOR COATING SYSTEM

- A. The exterior coatings shall be an epoxy primer followed by two coats of an aliphatic urethane applied to areas of corrosion and peeling paint.
- B. Coating System
Exterior (spot repair only)
 - 1. Prime Coat – Tnemec Series 135 Chembuild 4-6 mils DFT
 - 2. Topcoats – Two coats of Tnemec Series 73 EnduraShield 2-3 mils DFT
 - 3. Caulk at bottom lip edge of tank, at ring wall foundation-Sika flex 1a.

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PART 3 - EXECUTION

3.1 GENERAL

- A. No paint shall be applied when the temperature of the surface to be painted is below the minimum temperature specified by the paint manufacturer, or less than 5 degrees above the dew point temperature. Paint shall not be applied to wet or damp surfaces or when the relative humidity exceeds 85%. Follow paint manufacturers recommendations for the specific paint system used.
- B. The Contractor shall remove and legally dispose of all sediment, including the debris from the tank interior visible after the tank has been drained, prior to any coating.
- C. Before painting, remove slag, weld metal splatter and sharp edges by chipping or grinding. All surfaces that have been welded, abraded or otherwise damaged shall be cleaned and primed in the field in accordance with the paint system requirements.
- D. All areas blasted in the field shall be coated the same day before any rusting occurs.
- E. Take precautionary measures to prevent fire hazards and spontaneous combustions. Remove empty paint containers from site.
- F. Place cotton waste, cloths and hazardous material in containers, and remove from site daily.
- G. Protect elements surrounding work of this section from damage or disfiguration.
- H. During application of coating materials, post Wet Paint signs.
- I. During application of solvent based materials, post No Smoking signs.

3.2 EXAMINATION

- A. Site Verification of Conditions:
 - 1. Examine areas and conditions under which application of coating systems shall be performed for conditions that will adversely affect execution, permanence, or quality of coating system application.
 - 2. Commencement of installation constitutes acceptance of conditions and responsibility for satisfactory performance.

3.3 PREPARATION

- A. All interior surfaces shall be abrasive blast cleaned in accordance with SSPC SP-10, Near-White Blast Cleaning.

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- B. Surface preparation shall not be done simultaneously with priming. An entire area or section shall be cleaned and inspected by the Owner before primer is applied to that area. No primer is to be applied until the entire area has been viewed by the Owner. Any defect not properly cleaned as specified will be cause for rejection of the entire area in question and no priming shall be done on this area until satisfactory corrections are made and approved by the Owner.
- C. The blast cleaning procedure shall use angular grit abrasive. The size and gradation shall be such as to produce a 2.0-3.0 mils angular anchor profile that is sharp and clean with no embedded spent abrasive material.
- D. The abrasive blast cleaning shall be effective in removing corrosion deposits and scale as defined in the surface preparation SSPC SP-10 specification and as shown in the visual standards SSPC Vis-1.
- E. Surface Preparation:
 - 1. General Requirements:
 - a. Prior to application of primer, surfaces shall be prepared to receive specified coating system in compliance with manufacturer's recommendations and specifications of Steel Structures Painting Council.
 - b. Clean surfaces of residual deposits of grease, scale, rust, oil, dirt, and other foreign matter, immediately prior to priming. Surfaces to be coated shall be clean, dry, smooth and free from dust and foreign matter which will adversely affect adhesion or appearance.
 - 2. Ferrous Metal Surfaces:
 - a. Surfaces shall be free of residual deposits of grease, rust, scale, dirt, dust, and oil.
 - b. Surfaces shall be cleaned in compliance with specifications of Steel Structures Painting Council.
- F. The Owner shall be consulted on any pitted areas of the tank surfaces that show loss of 55% or more of existing plate thickness and/or any areas of severe undercut or reduction of weldment below the surface of the shell plates. These areas will be cost plus.

3.4 APPLICATION

- A. All coatings materials shall be stored, mixed, applied and cured within ambient temperature ranges identified by the painting manufacturer. Application and curing shall also be accomplished within the relative humidity range. Natural ambient conditions for curing periods shall be anticipated by the Contractor and have Owner's approval.

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- B. No coating work shall be done if the ambient temperatures (air, coating materials and substrate) are not within the allowable ranges unless the Contractor is able to control these conditions through the use of effective equipment.
- C. The coating materials shall be applied in strict accordance with the respective coating manufacturer's written recommendations.
- D. Spot field prime coat materials shall be applied to the surface after blast cleaning before any rust back occurs or before the end of each day of surface preparation effort, whichever comes first.
- E. Spray guns shall be held perpendicular to the surface being coated in such a manner that all dry overspray is kept at a minimum. All spray application of coatings shall utilize a cross spray technique to maximize coverage of all irregular surfaces.
- F. All coating material for interior surfaces shall be applied by airless spray equipment of a type and size suitable for the respective material. Coating material shall be applied around rivets, welds, edges and inside angles by use of a brush.
- G. All coating material for exterior surfaces shall be applied by brush, roller or airless spray equipment of a type and size suitable for the respective material. Use of airless spray equipment shall be allowed only if adequate containment is provided to minimize overspray and emissions to the surrounding areas meeting the approval of the Owner. Application of prime coat to the base and six inches up the side walls shall be by brush, as well as to all rivets, welds, edges and inside angles to ensure proper coverage and application.
- H. After surface preparation, interior weld seams, leading edges and nut and bolt assemblies shall be "stripe-coated" by brush method with one coat of primer. Application may be performed prior to or following the application of the full prime coat on prepared surfaces. "Stripe-coat" shall be the same as the full prime coat but be a contrasting color for inspection purposes.
- I. Make edges of paint adjoining other materials or colors sharp and clean, without overlapping.
- J. Apply coatings in accordance with manufacturer's instructions.
- K. Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions.
- L. Keep containers closed when not in use to avoid contamination.
- M. Do not use mixed coatings beyond pot life limits.
- N. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- O. Uniformly apply coatings at spreading rate required to achieve specified DFT.

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- P. Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems.
- Q. Stripe paint with brush critical locations on steel such as welds, corners, and edges using specified primer.
- R. The exterior prime coat is the only coat that will be permitted to be sprayed. The other coats on the tank exterior must be applied by roller. Paint application methods shall be approved by the Owner.

3.5 VENTILATION

- A. During application of coatings inside the tank, adequate ventilation shall be provided and all equipment shall be nonsparking and explosion-proof. Necessary precautions shall be taken to ensure safe working conditions are maintained during use of paints which contain toxic and flammable solvents.
- B. Effectiveness of the ventilation system shall be checked by making periodic explosive meter readings, in which the concentration of volatile material shall not exceed 20 percent of the lower explosive limit.
- C. Continuous forced ventilation at a rate of at least one complete air change every 4 hours shall be provided for at least 48 hours after coating application is completely cured in accordance with the paint manufacturer's recommendations. Tank manholes shall be kept open up to 7 days per communication with the owner. The Contractor may use heat to obtain proper curing and to ensure that the painting is completed within the project schedule.

3.6 ACCEPTANCE

- A. The base for acceptance of the coating work are listed below. Deviations beyond these parameters shall, at the Owner's discretion, be corrected by the Contractor at his own expense and in accordance with the manufacturer's recommendations.
 - 1. No runs or sags
 - 2. No overspray or roughness
 - 3. No holidays or pinholes
 - 4. No color or gloss variations
 - 5. Allowable film thickness +2.0 mils over specified thickness.
- B. Wet and dry film thickness measurements shall be made for each 100 square feet of surface painted. Additional coats shall be applied as required to attain the minimum dry film thickness specified for the painting system.
- C. The paint on all interior surfaces below the overflow shall be tested with a wet sponge low-voltage holiday detector after the paint has cured for at least 5 days. The holiday

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testing shall be in accordance with NACE SP0188-2006. Locations where holidays are detected shall be repaired and retested.

3.7 DISINFECTION AND WATER QUALITY TESTING OF WATER CONTACT SURFACES

- A. The Contractor shall disinfect the interior surfaces of the tank within 7 days after completion of all painting (including curing time) for the tank.
- B. Do not disinfect water contact surfaces or fill water storage tanks until application of coating systems is complete, coatings have fully cured, and field quality control inspection is complete.
- C. Allow number of days in accordance with manufacturer's instructions and as directed by Owner for full cure of coating systems on water contact surfaces before flushing, disinfecting, or filling with water.
- D. **Disinfection: Tank shall be disinfected according to AWWA C652 Method 2 and approved by Owner.**
- E. Water samples shall be collected by a certified lab/water operator and tested by a Department of Public Health Certified laboratory for Chlorine Residual, HPC Bacteria, Coliform Bacteria and VOC's. Test results to be submitted to the Owner and approved prior to placing the tank back in service. The Contractor is financially responsible for the lab expenses.
- F. Method of disposal of highly chlorinated water shall be approved by the Owner. Use of a reducing agent shall also be approved by the Owner.
- G. Disinfection shall be accomplished by the use of either liquid chlorine, sodium hypochlorite solution, or calcium hypochlorite granules or tablets. These chemicals and their use shall be in compliance with AWWA standards.
- H. Before any chemical disinfection begins, the interior surfaces of the tank shall be thoroughly cleaned by use of a high pressure water jet, sweeping, scrubbing, or equally effective means. All water and dirt or foreign material accumulated in the cleaning operation shall be discharged from the tank or otherwise removed.
 - 1. Following the cleaning operation, the vent screens, overflow screens, and any other screened openings shall be checked and put in satisfactory condition to prevent birds, insects, and any other contaminants from entering the tank.
 - 2. The following are brief descriptions of three different acceptable methods of chlorination and do not necessarily describe the requirements of each disinfection method as detailed in AWWA C652. The Owner needs to approve the disinfection method chosen by the contractor.
 - a. The tank shall be filled to the overflow level with potable water to which

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enough chlorine is added to provide free chlorine residual in the full tank of not less than 10 mg/l at the end of an appropriate retention time.

- b. A solution of 200 mg/l available chlorine shall be directly applied for at least 30 minutes to the surface of all parts of the tank which would be in contact with the water when the tank is full to the overflow elevation.
 - c. Water and chlorine shall be added to the tank in amounts such that initially the solutions will contain 50 mg/l available chlorine and will fill approximately 5% of the total storage volume of the tank. This solution shall be held in each tank for at least 6 hours. The tank shall then be filled to the overflow level by flowing potable water into the highly chlorinated water and shall be held full for at least 24 hours.
- I. After the chlorination procedures are completed, and before the tank is placed in service, water from the full tank shall be sampled and tested for coliform organisms in accordance with the latest edition of Standard Methods for Examination of Water and Wastewater. Testing shall be by membrane filter technique.
- a. Each water sample shall also be tested to assure that no offensive odor exists due to chlorine reaction or excess chlorine residual.
 - b. If the water samples are negative, then the tank may be placed in service. If the samples show the presence of coliform bacteria, repeat samples shall be taken until 2 consecutive samples are negative, or the tank shall again be subject to disinfection.
 - c. Samples shall also be taken from water inflowing to the tank and tested to determine if coliforms are present in the typical potable water source(s).
- J. After completion of the painting of the interior of the tank, the paint shall be allowed to cure a minimum of seven (7) days, (or as required by the coating manufacturer), before filling the tank with water. The Contractor shall perform VOC Testing, to verify that the water in the tank, 24 hours after filling, does not exceed regulatory limits. If VOC test fails, tank water shall be emptied and refilled and retested until test passes. HPC shall be 99 or less with acceptable coliform results.

3.8 REPAIR

- A. Damaged Materials: Repair or replace damaged materials and surfaces not scheduled to be coated.
- B. Damaged Coatings: Touch-up or repair damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.

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- C. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

3.9 CLEANING

- A. At completion of day's work, remove from site rubbish and accumulated materials.
- B. Leave storage area clean and in same condition indicated for equivalent spaces in Project.
- C. The Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish caused by his employees or work. At the completion of the painting, the Contractor shall remove all tools, scaffolding, surplus materials, and rubbish from and about the tanks.

3.10 WASTE MANAGEMENT

- A. Place materials defined as hazardous or toxic waste in designated containers.
- B. Do not dispose of paints or solvents by pouring on the ground. Place in designated containers for proper disposal.
- C. Contractor shall be responsible for all costs associated with containment, sediment and waste disposal that may result from execution of this project.

3.11 FIRST ANNIVERSARY INSPECTION:

- A. The Contractor shall perform a first anniversary inspection of the tank and make repairs to the paint system in accordance with AWWA D102.

END OF SECTION

The contractor must follow all applicable OSHA codes and regulations.

COLCHESTER WATER DEPARTMENT

BID FORM

PROJECT IDENTIFICATION: Town of Colchester-Elmwood Heights- Tanks,
Contract No. 1

THIS BID IS SUBMITTED TO: The Colchester Water Department, 140 Taintor Hill
Road, Colchester, CT. 06415

Bidder has examined the specifications for materials the Colchester Water Department
intends to purchase and bidder agrees to hold bid prices for ninety days after bid due date.
Items which are not in stock and unavailable for immediate delivery shall be identified on
this form as "NA". Availability shall be noted.

- | | |
|---|--------------------------------|
| 1.) 40ft water storage tank interior @ | \$ <u>167,000⁰⁰</u> |
| 2.) 40ft water storage tank exterior (Touch Up) @ per sq ft | \$ <u>500⁰⁰</u> |
| 3.) 60ft water storage tank interior @ | \$ <u>213,000⁰⁰</u> |
| 4.) 60ft water storage tank exterior (Touch Up)@ per sq ft | \$ <u>500⁰⁰</u> |
| 5.) 40ft & 60ft water storage tank interior/exterior @ | \$ <u>337,000⁰⁰</u> |

The Colchester Water Department reserves the right to accept or reject any and all
bids submitted or to select any bid the Water Department deems is in their best
interest or to rebid this project if the Water Department so desires. The Colchester
Water Department may elect to purchase reduced quantities as desired at the bid
price per item.

**BIDS ARE DUE August 14, 2013, 3:00 PM at the Colchester Water Department,
140 Taintor Hill Road, Colchester, CT. 06415. ~~AN AWARD WILL BE ISSUED
AND AN ORDER PLACED AT 3:30 pm ON THAT SAME DAY.~~ SEE AGREEMENT *JP***

Name of Contractor: Marcel A. Payeur, Inc.

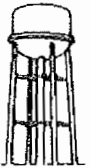
Contact Name: Marcel A Payeur

Phone: 207 324 0786 Email cell@metrocast.net

MARCEL A. PAYEUR, INC.

Abrasive Blasting / Industrial Coatings

REFERENCES



Project Name: Cedarville Tank Rehab. 1.6 MG Water Tank

Location: Plymouth, MA
Owner: Town of Plymouth, MA. 11 Lincoln St. Plymouth, MA 02360
Contact: Rich Tierney, 1-508-747-1620
James Cray-Engineer- Env. Partners Group 1-617-657-0273
Project Value: \$497,000.00
Date: Dec. 2011
Description: interior/exterior surface prep. Repairs, new coating systems
1.6 mg, 65.5 ft high, 66 ft. dia.

Project Name: Rawson Hill Rehab. 2.0 MG Water Tank

Location: Newburyport, MA
Owner: Newburyport Water Works, 7 Spring Lane, Newburyport, MA.01950
Contact: Paul Colby, Superintendent – 1-978-465-4466
Michael Hornig, PE Beta Group- 1-781-255-1982
Project Value: \$610,700.00
Date: Fall 2011
Description: repairs, blast and paint interior and exterior, 2.0 mg,

Project Name: Rochester Hill 1.0MG Water Tank

Location: Rochester, NH
Owner: City of Rochester, NH 31 Wakefield St. Rochester, NH 03867
Contact: Tom Willis, PE 1-603-332-4096
Jim Hewitt, Engineer –Wright Pierce 603-570-7103
Project Value: \$401,100.00
Date: Fall 2009
Description: repairs, paint interior/exterior, install mixing system
1.0mg, 50ft. dia., 68ft. high

Project Name: Standish Water Tank

Location: Standish, ME
Owner: Portland Water District, 225 Douglass St. Portland, ME.
Contact: Tim McMullin, PE 207-774-5961
Project Value: \$244,050.00
Date: Summer 2009
Description: clean, prep and paint interior/exterior
70ft. high, 35ft. dia. 500,000 gal

Project Name: 1.2 MG Breakfast Hill Water Tank

Location: Rye, NH
Owner: Rye Water District, PO Box 156, Rye NH 03870
Contact: Ken Aspen, Superintendent 1-603-436-2596
Chris Berg, Engineer-Wright Pierce 603-430-3728
Project Value: \$195,530.00
Date: April 2009
Description: repair and coat interior/exterior 1.2mg tank



Project Name: Academy Hill Tank

Location: Damariscotta, ME.
Owner: Great Salt Bay Sanitary District, 121 Piper Mill Rd., Damariscotta, ME
Contact: Mary Ellen Bowers, Superintendent 207-646-5906
Darrin Lary, Engineer-Wright Pierce 207-725-8721
Project Value: \$199,250.00
Date: Spring 2009
Description: interior/exterior painting 48ft.dia, 37.5ft.high, 507,000 gal.

Project Name: Simpson Hill Water Tank **Lead removal**

Location: York, Me.
Owner: York Water District PO Box 447 York, ME. 03909
Contact: Mr. Don Neumann, Superintendent 1-207-363-2265
Project Value: \$526,000.00
Date: Spring 2008
Description: 3 mg. standpipe, 115' h, 67' dia, clean, surface prep and paint interior and exterior

Project Name: Sycamore St. Tank **Lead removal**

Location: Holbrook, MA.
Owner: Franklin/Holbrook Joint Water Board
50 N. Franklin St. Holbrook, MA 02343
Contact: Mr. Thomas Cummings, Superintendent 1-781-767-1800
Project Value: \$402,761.00
Date: 2008
Description: 1 mg, 39'dia, 115'high, surface prep and repaint interior and exterior

Project Name: JC Penney and Birch Mountain Tanks

Location: Manchester, CT
Owner: Manchester Water and Sewer Dept.
125 Spring St. Manchester, CT 06045
Contact: Mr. Patrick Kearney, Superintendent 1-860-647-3208
Project Value: \$282,050.00
Date: 2008
Description: JC Penney - 958,500 gal., 97'high, 42'dia
Birch Mountain - 215,000 gal., 67' high, 20' dia
repair and paint interior and exterior

Project Name: East Madison St., Hilltop Drive, Maine State Prison, Warren Village

Location: East Madison St., Skowhegan, Me.
Hilltop Drive, Millinocket, Me.
Maine State Prison, Warren, Me
Warren Village Tank
Owner: Aqua Maine, Inc. PO Box 310 West Rockport, Me. 04865
Contact: Mr. Steve Cox, Engineer 207-236-8428
Project Value: Skowhegan \$107,000.00, Millinocket \$70,900.00, Warren \$149,000.00
Warren Village \$183,700
Date: 2008, 2009
Description: Skowhegan: 500,000 gal. 42' dia, 48' high
Millinocket: 200,000 gal. 26' dia, 50' high
Warren: 250,000 gal. 43' dia, 26' high, elevated
Warren Village: 420,000 gal., surface prep and paint interior and exterior

Project Name: Pine Point Tank

Location: Biddeford, Me
Owner: Biddeford Water District PO Box 304, Biddeford, ME 04005
Contact: Mr. Jerry Mansfield, Superintendent 207-282-1543
Project Value: \$147,575.00
Date: Fall 2008
Description: 1 mg standpipe, 45' dia. 80' high, surface prep and coat interior

Project Name: Campanelli Tank

Location: Boston Business Park, Readville, MA.
Owner: Campanelli Company, Norwood MA.
Contact: Mr. Ted Lund, Extech 1-860-526-2610
Project Value: \$73,320.00
Date: Fall 2008
Description: 250,000 gal., 42' dia., 27' high, interior blast and coat

Project Name: East Millinocket Standpipe

Location: East Millinocket, Me.
Owner: Town of East Millinocket, Me. 53 Main St. East Millinocket, ME. 04430
Contact: Mr. Frank Stratton, Superintendent 207-746-3376
Project Value: \$193,225.00
Date: 2008
Description: 1,200,000 gal., 85' high, 50' dia., paint interior and exterior

Project Name: Water Reservoir Lead removal

Location: Johnson State College, Johnson VT.
Owner: Johnson State College 337 College Hill, Johnson, VT
Contact: Mr. Woody Dionne, 1-802-635-1435
Project Value: \$163,897.00
Date: 2007
Description: 300,000 water reservoir, 50'dia, 24.9' high, repair and repaint int/ext

Project Name: Levenseller Road Standpipe

Location: Brewer, Me.
Owner: Town of Brewer, Me. 223 Greenpoint Rd. Brewer, Me. 04412
Contact: Mr. Mike Riley, Superintendent 207-989-2883
Project Value: \$126,200.00
Date: 2007
Description: 875,000 gal., 73'high, 46' dia., remove and repaint exterior coatings

Project Name: Pinefield Water Tank Lead removal

Location: Ipswich, MA.
Owner: Town of Ipswich, Ma. 25 Green St. Ipswich, MA.
Contact: Tim Henry, Director of Public Services
1-978-356-6635 x 109
Project Value: 286,792.00 Date: 2007
Description: 1 mg standpipe, 48' dia., 80' high., paint and repair interior and exterior

Project Name: Salmon Falls Water Tank

Location: Rochester, NH
Owner: City of Rochester, NH 31 Wakefield St. Rochester, NH 03867
Contact: Mary Beth Wisner, Treatment Plant Manager 1-603-332-4096
Project Value: \$301,746.00
Date: 2006
Description: 2 mg, 95' high, 39.6 dia., repair and paint interior and exterior

Project Name: Rocky Hill, Day Hill and Newington Water Tanks Lead removal

Location: Rocky Hill, Ct., Newington, Ct and Windsor Ct.,
Owner: MDC, 555 Main St., Hartford, CT 03142
Contact: Mr. Eric Pizzoferrato, MDC 1-860-278-7850 ext. 3522
Project Value: \$132,500.00, Rocky Hill \$302,500.00 Day Hill & Newington
Date: 2005, 2006
Description: Rocky Hill-450,000 gal., 30' dia., 85' high, sandblast & repaint exterior
Newington-310,000 gal., 27'dia., 70' high, exterior painting
Day Hill-500,000 gal., 32' dia., 80' high, interior painting

Project Name: Maple Ridge Road Water Tank Lead removal

Location: Underhill, VT
Owner: Jericho-Underhill Water District PO Box 174, Underhill, VT 05489
Contact: Mr. Marc Maheux 1-802-899-2660
Project Value: \$93,225.00
Date: 2005
Description: 250,000 gallon tank, repairs, surface prep., paint interior and exterior

Project Name: Ballfield Road Standpipe

Location: Hampden, ME.
Owner: Hampden Water District
Contact: Mr. Cam Torrey, Superintendent
PO Box 218 Hampden, ME. 04444
207-862-3490
Project Value: \$94,700.00
Date Performed: 2004
Description: blast and repaint interior, blast, grind and spot paint exterior
128' high, 33' diameter, 750,000 gallon

Project Name: East Main St. and West Elm St. Standpipes Lead Removal

Location: Yarmouth, Maine
Owner: Yarmouth Water District
Contact: Mr. Robert MacKinnon, Yarmouth Water District
(207) 846-5821
Engineers -- Earth-Tech, Inc. 500 Southborough Drive
So. Portland, Me. 04106, Mr. Paul Cote (207) 775-2800
Project Value: \$420,080.00
Date Performed: September 2000, September 2001
Description: Surface preparation and painting interior and exterior of East Main
St. and West Elm St. standpipes.
East Main St. 500,000 gallon, 88 ft. high, 30 ft. diameter
West Elm St. 1,000,000 gallon, 100 ft. high, 42 ft. diameter

Project Name: Kennebec Road Standpipe Lead Removal

Location: Hampden, Maine
Owner: Hampden Water District
Contact: Mr. Cameron Torrey, Hampden Water District
(207) 862-3490
Engineers - Woodard & Curran, Inc., Julie McLean
One Merchants Plaza, Bangor, ME. 04401 (207)945-5105
Project Value: 173,495.00
Date Performed: October 2001
Description: Fully remove existing paint system and repaint the entire interior and exterior. 370,000 gallon standpipe, 70 ft. high, 30 ft. diameter

Project Name: Old Filtered Water, Essex South, & Colchester East Lead removal
Water Storage Tanks

Location: South Burlington, VT
Owner: Champlain Water District
Contact: Mr. Richard Pratt, Champlain Water District
403 Queen City Park Rd. So. Burlington, VT 05403
1-802-864-7454
Project Value: \$540,600.00
Date Performed: 1999
Description: Repainting interior and exterior of Old Filtered Water (30ft. high 52 ft. diameter, 500,000 gal.), Essex South (40 ft. high, 93 ft. dia. 2,000,000 gal.) and Colchester East (24 ft. high, 60 ft. dia. 500,000 gal.) Water Storage Tanks.

Project Value: So. Burlington East - \$200,000
Williston West - \$131,000
Old Raw Water Tank - \$63,700
Date Performed: Summer 2002, 2005
Description: So. Burlington East -1,500,000 gal. 94 ft. high, 53 ft. dia.
Williston West -500,000 gal. 40 ft. high, 46 ft. dia.
Clean and paint both interior and exterior of tanks

Town of Colchester Interoffice Memorandum

To: Gregg Schuster, First Selectman
From: James Paggioli, L.S., Director of Public Works
CC:
Date: 10/03/13
Re: School Snow Plowing Contract Extension Recommendation – Bakaj Construction, LLC.

On 11/08/2010 the Town awarded a Invitation to Bid for Town School Snow and Ice Control Services to be conducted on School properties to Bakaj Construction, LLC. The Awarded bid was the only one of the three respondents that provided a fixed cost per each winter season. Analysis of the responses was conducted by the former Director of Public Works. Over the course of the three following winter seasons, two of the years featured record snowfall amounts, (one in seasonal total, and one in individual storm total amounts). The cost proposal provided by Bakaj Construction provided a means for stability of budgeting snow removal services in four of the town's most critical facilities. Bakaj Construction, LLC provided the services that were required, on time, and with an exceptional level of service. Not once did the firm request adjustments to their contract amount due to historic conditions, and not once did they not perform, and also provided additional push back when snow storage areas on the properties became overwhelmed. The Bakaj firm became a seamless extension of the Town work forces and required little supervision, and their familiarity with the work areas ensured excellent completed work results.

I approached Edward Bakaj this summer to see if the company was again interested in providing the same scope of work at a fixed priced. They made the indication that to do so was possible but they would require an increase in compensation to cover the escalation in fuel prices, but would agree to do so for a one year extension period. The amount to cover the escalation in fuel was \$10,000 dollars, thereby raising the fixed price from \$85,000 per year to \$95,000 per year. The increased amount was budgeted into the FY 2013-2104 budget.

Having reviewed the original proposals and plowing history of the firms, the value of the increase amount still provides the best value to the Town in providing these services to the School properties. I recommend that the Town School Snow and Ice Control Services contract be extended for one year period for the winter season of 2013-2014 for the fixed amount of \$95,000. For the 2014 -2015 winter season the Town will place the contract out to bid once again for a three year period.

Proposed Motion: Hereby authorize the First Selectman to enter into a one year contract extension, and sign all necessary documents, in accordance with the Invitation to Bid Town School Snow and Ice Control Services dated 16 September 2010, and signed November 8, 2010 with Bakaj Construction, LLC. for the winter season of 2013 -2014.

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Town of Colchester
127 NORWICH AVENUE, SUITE 201 & 202
COLCHESTER, CT., 06415-1260

Gregg Schuster
First Selectman

(860) 537 - 7220
FAX: 537 - 0547

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, by and between Bakaj Construction, LLC herein after called the "Contractor", and the Town of Colchester.

WITNESSETH, that the Contractor and the Town of Colchester for Ninety Five Thousand and 00/100 Dollars (\$ 95,000) and considerations stated herein mutually agree as to extend for one year (winter season 2013-2014) the existing fixed priced contract for snow removal services at the Colchester Public School properties as outlined in the original 2010 Invitation to Bid Town School Snow and Ice Control Services and agreed to by said Bakaj Construction, L.L.C. on November 8, 2010 and as follows:

- Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and service, including utility and transportation service, and perform and complete in an efficient and workmanlike manner all work required for snow and ice control in strict accordance with the Contract Documents, including all Addenda, thereto, all as prepared by the Town of Colchester.
- Article 2. The Contract Price. The Town of Colchester will pay the Contractor for the performance of the Contract in current funds for the total quantities of work performed at the unit prices or lump sum prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the section.
- Article 3. Contract. The executed contract documents shall consist of the following:
- | | |
|---------------------------|-----------------------------|
| a. This Agreement & Bonds | g. Supplements Conditions |
| b. Addenda | h. Special Provisions |
| c. Invitations for Bids | i. Technical Specifications |
| d. Instruction to Bidders | j. Drawings |
| e. Signed Copy of Bid | k. Notice of Award |
| f. General Conditions | |

THIS AGREEMENT, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if thereto attached or herein repeated, form the Contract between the parties thereto. In the event that any provision in any component part of this Contract conflicts with any other component part, the provision of the component part first enumerated in this Article 3, shall govern, except as otherwise specifically stated.

Town of Colchester
127 NORWICH AVENUE, SUITE 201 & 202
COLCHESTER, CT., 06415-1260

Gregg Schuster
First Selectman

(860) 537 - 7220
FAX: 537 - 0547

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

Attest: _____
(Contractor)

By: _____
(Name)

(Title)

TOWN OF COLCHESTER

Attest _____
By: _____
(Name)

(Title)

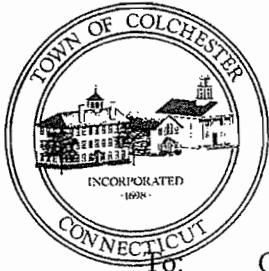
Certification of Corporate Contractor

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the contractor, was then _____ of said corporation; that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Signature)

(Corporation)



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

To: Colchester Board of Selectmen
Copy: James Paggioli – Director of Public Works

October 9, 2013

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

Re: White Oak Farm Conservation Subdivision, Lebanon Avenue (Route 16) and
Goldberg Road, Colchester, CT. prepared for Ponsett Ridge LLC.

By: Angus McDonald Gary Sharpe Associates, Inc.

In accordance with the attached letter, dated September 25, 2013, from The Law offices of Patrick W. Boatman, LLC on behalf of White Oak Development, LLC, Mr. Boatman is requesting a refund of the cancelled road permit fee for Sherman's Brook Road.

The road permit for proposed Sherman's Brook Road was issued on June 1, 2012 and at the request of the owner/developer was cancelled by the Board of Selectmen at their August 1, 2013 meeting. The owner/developer requested cancellation of his road permit as a pre-requisite for, and in conjunction with, the requested release of his Subdivision Bond for the Sherman's Brook Road Phase B, White Oak Farm Subdivision.

To date, the following project/permit activity has been completed by town staff:

- Plan and cost estimate reviews in preparation of pre-construction meeting
- Documentation of pre-construction meeting and creation of road permit file
- Phone conversations with Conn. DOT representatives and review of proposed encroachment permit extension/STC Certificate reinstatement
- Follow up meetings with DOT Drainage Division and Inspection Division to discuss encroachment permit and construction entrance and drainage issues
- Follow up inspection of construction entrance and proper sightlines
- Inspections during tree removal and discussions with tree contractor regarding protection of sidewalks during construction and request not to drive or park equipment on existing concrete sidewalks
- Follow up inspection after tree removal complete to determine accuracy of clearing limits with approved plan
- Periodic inspections during the course of the open permit to assess condition of erosion and sediment controls/site stability
- Processing of request to cancel road permit and release associated bond for Sherman's Brook Road which included follow up site inspection to determine current status of site stability prior to writing letter of recommendation to Board of Selectmen and attending BOS meeting to answer any questions.

Based on the above effort expended by town staff, if the Board of Selectmen approves a refund, it is recommended that a minimum 15% (\$1,841.53) of the permit fees be retained by the town and a partial refund made in accordance with the following recommended motion.

RECOMMENDED MOTION:

Motion that the Town of Colchester refund 85% (\$10,435.36) of the original \$12,276.89 Road Permit Fee for the Sherman's Brook Road, Phase B of the White Oak Farms Subdivision to White Oak Development LLC. As recommended by the Town Engineer.

Law Offices of Patrick W. Boatman, LLC

111 Founders Plaza, Suite 1000
East Hartford, CT 06108
Telephone (860) 291-9061
Facsimile (860) 291-9073

Patrick W. Boatman
pboatman@boatmanlaw.com
Jenna N. Sternberg
jsternberg@boatmanlaw.com
Benjamin R. Plourd
bplourd@boatmanlaw.com

September 25, 2013

Town of Colchester
Building Department
127 Norwich Avenue, Suite 105
Colchester CT 06415

**Re: White Oak Development, LLC
claim for refund of road permit
cash bond**

Dear Sir:

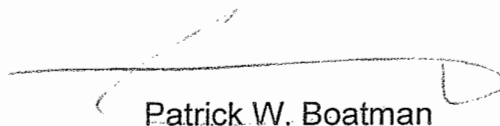
This office represents White Oak Development, LLC of East Hampton, CT, currently the owner and developer of record of the White Oak Farms Conservation District. Previously White Oak Development, LLC made application to the town for a permit enabling it to proceed with phase B of the White Oak Conservation Subdivision, specifically the construction of the northerly portion of Sherman's Brook Road. Owing to the economic circumstances surrounding the project, White Oak Development, LLC applied for the cancellation of its active road permit. This application was granted by the Board of Selectmen at their regularly scheduled meeting on Thursday, August 1, 2013.

As no construction was started on Sherman's Brook Road and as the active road permit has been dully cancelled by the Town of Colchester, White Oak Development, LLC hereby makes demand for the return of the sum of \$12,276.89 charged by the town to defray the cost of inspection and general supervision of the road construction.

Please direct the town's refund check in the aforesaid amount to White Oak Development, LLC in care of this office as soon as possible.

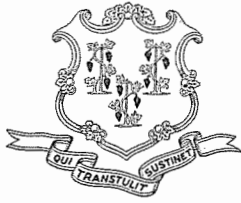
If you have any questions about this request please contact the undersigned.

Very truly yours,



Patrick W. Boatman

PWB/jrt



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

October 1, 2013

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

Dear Selectman Schuster:

As you know, your grant application under the Right Response CT Network Program has been approved. It will be made available subject to the Grant Conditions set forth on the enclosed grant award. The award of \$30,000 is for the Safe School Collaborative project.

Please sign and date the enclosed grant award as soon as possible. Keep a copy for your file and return the original to my attention along with an up-to-date certified resolution passed by the municipality's governing board, e.g., town or city council, indicating that the municipal officer that signs the grant award is specifically authorized to do so.

Note: this grant requires that 10 school staff attend the Effective School Staff Interactions with Students and Police training this fall from 8 am to 3 pm at the Courtyard by Marriott in Cromwell. There is no fee for registration and costs for teacher substitutes and mileage can be reimbursed from the grant. The training dates are October 23 and 31 and November 5, 15, 20 and 26. **Please be sure to have 10 school staff register as soon as possible by e-mailing their name, title, school and training date to me at valerie.lamotte@ct.gov.**

Should you have any questions or concerns regarding your grant, do not hesitate to contact me at 860-418-6316. Thank you for partnering with us to reduce arrests in schools.

Sincerely,

Valerie LaMotte
Policy and Planning Manager

cc: Valerie Geato
Maggie Cosgrove

OFFICE OF POLICY AND MANAGEMENT
Criminal Justice Policy and Planning Division
450 CAPITOL AVENUE
MS #52CJP
HARTFORD, CT 06106

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 the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the end 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 All services performed by Grantee shall be subject to the inspection and approval of OPM at all times, and Grantee shall furnish all information concerning the services.

OPM or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. OPM or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours notice of such intended examination. At OPM's request, the Grantee or subcontractors or subgrantees shall provide OPM with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to OPM's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by OPM or its representative:

- a. 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; and
- b. 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.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by OPM or its representative.

3.4 The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.

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" OPM and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with OPM prior to the award of funding.

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, or subgrant 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, review board member or any member of his/her immediate family, 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 employee is related to any of the foregoing persons.

SECTION 6: Reports.

The Grantee shall submit such reports as OPM 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 subgrantee packets and budgets. Cash requests may be withheld by OPM until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

Funding of this project in no way obligates OPM 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 OPM a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (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 OPM two completed audit packages 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, the Grantee is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 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 OPM 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 OPM 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 \$500,000 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 OPM no later than sixty (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 Award such Grantee will not discriminate nor 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 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.

11.6 The Grantee agrees to comply with each provision of this section and Connecticut General Statutes §§ 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 Statutes §§ 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 Statutes § 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 Statutes § 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 Statutes § 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 For the purposes of this entire Non-Discrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "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, "Grant" does not include a grant where each grantee is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

SECTION 12: Non-Discrimination and 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 grant award period. 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 OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and 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 OPM of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

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.

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 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. OPM 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 OPM and which are, hereby, made a part of this grant award.

SECTION 18: Indemnification.

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, OPM, their respective officers, employees and agents for any breach of this agreement.

SECTION 19: Large State Contracts.

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

SECTION 20: State Contracting Standards Board.

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

SECTION 21: Campaign Contribution and Solicitation Prohibitions.

For all State contracts as defined in Section 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment A.

SECTION 22: Non-Discrimination Certification.

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Grantee is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

SECTION 23: Additional Restrictions on Use of Federal Funds.

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee 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 federal government.

SECTION 24: Special Grant Conditions.

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

ATTACHMENT A

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

Contract Consequences

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an

individual for other than commercial purposes or contract between the state or any state agency and the United States Department of Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
CRIMINAL JUSTICE POLICY AND PLANNING DIVISION
450 Capitol Avenue-MS#52CPD, Hartford, CT 06106-1379

Federal Grant Conditions
Juvenile Accountability Block Grants Program, 2010

1. **Financial Requirements.** The grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide, with all Juvenile Accountability Block Grants (JABG) program requirements as outlined in the JAIBG Program Guidance Manual, Version 3.0 (September 2000) or future JABG Program Guidance Manuals, and with JABG program regulations (28 C.F.R. Part 31).
2. **Equal Employment Opportunity Plan.** Each grantee receiving U.S. Department of Justice funds from this office that receives \$25,000 or more in federal funds *and* which has 50 or more employees must have an Equal Employment Opportunity (EEOP) *on file* for review upon request by the Office of Civil Rights (OCR) of the U.S. Department of Justice. Any grantee with 50 or more employees which receives \$500,000 or more in federal funds, or \$1,000,000 in any 18 month period, must submit an EEOP *directly* to OCR. Grantees receiving \$25,000 or more, but which have *less* than 50 employees, are not required to have an EEOP; however, they must certify the number of employees *directly* to OCR. Submissions to OCR should be made within 60 days of receipt of the grant, and a copy of the transmittal letter *only* (OPM does not need a copy of grantee's EEOP) should be filed with OPM. Grantees receiving *less* than \$25,000, regardless of their number of employees, are not subject to the federal EEOP requirement. Submissions should be forwarded to: U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Room 5107, Washington, D.C. 20531.
3. **Protection of Human Research Subjects.** The Grantee agrees to comply with the requirement of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
4. **Right of Privacy for Recipients of Services.** The Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 CFR Part 22 that are applicable to collection, use, and revelation of data or information. Recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, section 22.23.
5. **Lobbying.** Grantee 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 the Office of Policy and Management.
6. **Reporting of Fraud.** The grantee must promptly refer to the Department of Justice, Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act: or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, D.C. 20530

e-mail:

oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

Criminal Justice Policy and Planning Division
450 CAPITOL AVENUE
MS # 52CJP
HARTFORD, CT 06106

SPECIAL GRANT CONDITIONS

Check applicable box, if required.

1. The Grantee agrees to complete and submit to OPM a revised project narrative not later than thirty (30) days after signing this grant award. The Grantee must contact OPM program staff at _____ regarding the required revisions.
2. Specific funding limitations have been applied to this grant. Please contact OPM program staff at valerie.lamotte@ct.gov for further detail on these funding restrictions.
3. The Grantee is required to participate in training session(s) on Effective School Staff Interactions with Students and Police. The Grantee must contact Valerie LaMotte to schedule training and determine if there are other technical assistance opportunities.
4. The Grantee must submit to OPM 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 OPM by letter.
5. The Grantee must submit to OPM for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category or (2) which moves resources between budget categories or (3) which moves resources to a line-item not previously approved by OPM.
6. 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 OPM or any party designated by OPM 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 OPM or its designee; and (3) permitting access by OPM or its designee to any and all project information whether stored by manual or electronic means.
7. Grantee's attendance at all training events, seminars and conferences must be approved by OPM 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 OPM and/or other Grantees.
8. 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.
9. The Grantee certifies that the application on which this grant is based was presented to the

superintendent of schools for its school district and his or her comments thereon were given consideration prior to the submission of the application to OPM.

10. The Grantee shall comply with the following statutes, regulations, guidelines and requirements, to the extent applicable and mandated by the controlling underlying federal grant program:
- Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended.
 - 28 C.F.R. Part 42, Subparts C, D, E.
 - 28 C.F.R. Part 23 (Criminal Intelligence Systems).
 - 28 C.F.R. Part 38 (Equal Treatment of Faith Based Organizations).
 - U.S. Department of Justice, Office of Justice Program (OJP) Financial Guide.
 - To avoid duplicating existing networks or IT systems in any initiatives funded by Bureau of Justice (BJA) for law enforcement information sharing systems, which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
11. The Grantee agrees to and shall comply with all other applicable attachments provided by the federal government, as may be amended.
12. The Grantee agrees to and shall comply with the scope of work in the Grant, as may be amended.
13. The Grantee shall comply with all requirements of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, as amended, that are attached hereto.
14. If applicable, the Grantee shall grant to other Connecticut municipalities or towns and/or the State limited, non-exclusive and royalty free license to use any Proprietary Computer Software or related electronic applications and all updates, upgrades and modifications developed pursuant to this Grant, but excluding Third-Party Software. For the purpose of this grant "Computer Software" means (i) computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) recorded information comprised of source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.
15. If applicable, during the term of this Grant, including any extension thereof, Grantee and, if applicable, Grantee's subcontractor, shall install, run and maintain all upgrades, enhancements, and new releases of Grantee's proprietary Computer Software and Grantee's subcontractor's Computer Software and provide copies of such to all third parties granted a license to use such Computer Software.