

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Board of Selectmen Agenda
Regular Meeting
Thursday, March 21, 2013
Colchester Town Hall**

Meeting Room 1 – 7:00PM

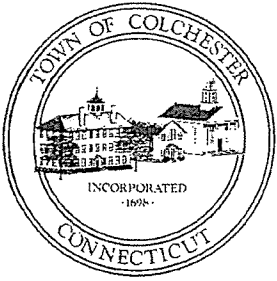
NANCY A. BRAY
TOWN CLERK

2013 MAR 19 AM 11:34

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COLCHESTER, CT

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the March 7, 2013 Regular Board of Selectmen Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Commission on Aging. Resignation of Member Herb Davis.
 - b. Agriculture Commission. Resignation of Alternate Andrew Lyons.
 - c. Zoning Board of Appeals. Resignation of Member Patricia Hayn.
 - d. Police Commission. Member appointment to fill a vacancy that expires 11/30/2014. Jeanette Langdon to be interviewed.
 - e. Police Commission. Member appointment to fill a vacancy that expires 11/30/2014. Darrell York to be interviewed.
 - f. Zoning Board of Appeals. Member appointment to fill a vacancy that expires 12/31/2015. Jason Radacy to be interviewed.
6. Budget Transfers
7. Tax Refunds & Rebates
8. Discussion and Possible Action on Community Garden
9. Discussion and Possible Action on Subdivision Bond Reduction
10. Discussion and Possible Action on Title III Grant – Making Memories Program
11. Discussion and Possible Action on Elderly & Disabled Demand Responsive Transportation Grant
12. Discussion and Possible Action on Emergency Plan for Election Day
13. Discussion and Possible Action on Energy Performance Contract with Honeywell
14. Discussion and Possible Action on Energy Performance Contract Lease-Financing

15. Discussion and Possible Action on Anthem Group Health Plan Business Associate Agreement
16. Discussion and Possible Action on Personnel Policies
17. Discussion and Possible Action on Employee Time Tracking
18. Citizen's Comments
19. First Selectman's Report
20. Liaison Report
21. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Minutes
Regular Meeting
Thursday, March 7, 2013
Colchester Town Hall

Meeting Room – 7:00PM

RECEIVED
COLCHESTER, CT
2013 MAR 11 AM 11:35
Nancy A. Bray
NANCY A. BRAY
TOWN CLERK

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

MEMBERS ABSENT:

OTHERS PRESENT: Derrick Kennedy, Leann Hill, Dot Mrowka, Diana Giles, James Paggioli, John Malsbenden, Melissa Roberto, 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**

R. Coyle moved to place agenda item #12 after #9 and renumber accordingly, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

3. **Approve Minutes of the February 21, 2013 Regular Board of Selectmen Meeting**

G. Cordova moved to approve the minutes of the February 21, 2013 Regular Board of Selectmen meeting, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

4. **Approve Minutes of the February 27, 2013 Special Board of Selectmen Meeting**

S. Soby moved to approve the minutes of the February 27, 2013 Special Board of Selectmen meeting, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

5. **Citizen's Comments**

C. Bourque commented on duration of development of Plan of Conservation & Development (POCD) by surrounding towns and of Colchester, and on details of minutes of town boards and commissions.

A. George commented on Cost of Community Services study by Paula Stahl and on priority of POCD over zoning regulation revisions.

M. Ryan commented on priority of POCD before zoning regulation revisions and on various sections within the draft revisions of the zoning regulations.

D. Sawyer commented on priority of POCD before zoning regulation revisions.

D. Wasniewski commented on resident input of development of POCD, timelines restrictions, and establishment of a subcommittee for POCD development.

R. Ryan commented on sections of draft revised regulations, including residential lot sizes.

L. Gilman commented on sections of the draft revised regulations.

O. Duska commented on priority of POCD before zoning regulation revisions.

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

None.

7. **Budget Transfers**

None.

8. **Tax Refunds & Rebates**

R. Coyle moved to approve tax refunds in the amount of \$881.86 to Stop & Shop Supermarket, \$10.00 to Thomas & Fannie Migliaccio, \$22.76 to Michael & Debra Flaig, \$82.40 to Thomas Meredith, \$212.26 to Lori & Stephen Murray, \$135.33 to Beatrice Ferguson, \$80.00 to Christine Johnson, \$189.04 to Travis Goodie, and \$143.39 to Christina Wolney; seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

9. **Discussion and Possible Action on Plan of Conservation and Development**

R. Coyle commented on need to do POCD prior to zoning regulation revisions. J. Ford commented on need to do both simultaneously, especially with concern over ability to apply for and receive grant funding. Discussion on cost of moving forward with POCD development. R. Coyle moved that the Board of Selectmen as the policy making authority of this Town, encourages the Planning & Zoning Commission to start on the POCD simultaneously with the Zoning Regulations and the Board of Selectmen shall seek an appropriation of up to \$30,000 for the development of a revised Plan of Conservation and Development, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

10. **Discussion and Possible Action on Emergency Plan for Election Day**

Discussion on disorderly behavior and procedure for dealing with a like situation. No action taken.

11. **Discussion and Possible Action on Personnel Policies**

Discussion on hiring and dismissal policy within the personnel policy. No action taken.

12. **Discussion and Possible Action on Employee Time Tracking**

G. Cordova moved that all non-exempt employees shall submit their hours with start and end times. Additionally, all exempt employees, including paid elected officials, shall submit their daily hours bi-weekly on the timesheet currently in use for the purpose of documenting hours worked and eligibility for benefits, as defined in the personnel policy; seconded by S. Soby. Discussion on impact of policy change and impact on unions. G. Cordova moved to postpone action on the motion until the next scheduled meeting of the Board of Selectmen meeting which is on March 21, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

13. **Discussion and Possible Action on FY 2011 State Homeland Security Grant Program**

J. Paggioli presented to the Board. Discussion on location and storage of sign. S. Soby moved to resolve, that, "The Town of Colchester Board of Selectman enter into a Memorandum of Agreement with and deliver to the State of Connecticut Department of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; specifically the Memorandum of Agreement Regarding Use of Federal Fiscal Year 2011 State Homeland Security Grant Funding and Custodial Ownership of Regional Assets in DEMHS Region 4, and authorize the First Selectman to sign all and any documents necessary to do so."

Furthermore that the Board of Selectmen accept for the Town of Colchester under Custodial Ownership one (1) Towable Electronic Message Board under the terms listed within the above said Memorandum of Agreement and authorize the First Selectman to sign the Amendment to Appendix A within the Memorandum of Agreement which lists said Towable Electronic Message Board for Custodial Ownership of the Regional Asset; seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

14. **Discussion and Possible Action on Hazard Mitigation Plan – Colchester Annex (Resolution)**

S. Soby commented on reference to airport and helipad in Colchester. Discussion on possible financial implications of future implementation of plan. G. Cordova moved to resolve, that, "WHEREAS, the Town of Colchester has historically experienced severe damage from natural hazards and is continues to be vulnerable to the effects of flooding, thunderstorms, high wind, winter storms, wildfires, earthquakes, and dam failure, resulting in loss of property and life, economic hardship, and threats to public health and safety;
WHEREAS, the Southeastern Connecticut Council of Governments, of whom the Town of Colchester is a member, has developed and received conditional approval from the Federal

Emergency Management Agency (FEMA) for its Hazard Mitigation Plan Update under the requirements of 44 CFR 201.6;
WHEREAS, the Plan specifically addresses hazard mitigation strategies and Plan maintenance procedures for the Town of Colchester;
WHEREAS, the Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural hazards that impact the Town of Colchester, with the effect of protecting people and property from loss associated with those hazards;
WHEREAS, adoption of this Plan will make the Town of Colchester eligible for funding to alleviate the impacts of future hazards;
WHEREAS, The following corrections are hereby incorporated into the Hazard Mitigation Plan Update- Annex for the Town of Colchester, dated October 22, 2012:
1) Pg. 2-7- The Elmwood Heights Booster Station is located at 55 Elmwood Heights, Not 550.
2) Pg. 8-1, section 8.2 -should reference adopted by the International Code Council (ICC), Not BOCA and enforced by the Building Official , Not the Zoning Enforcement Officer
3) Pg. 9-1, section 9.2- Reference should be Colchester Hayward Volunteer Fire Department, Not Volunteer Fire Companies
4) Pg. 11-2 -First Bullet- Bacon Academy is presently an ARC-Certified Shelter. Reference to Jack Jackter Intermediate School should be removed as a secondary backup shelter.

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

15. **Citizen's Comments**

M. Ryan commented on finances of POCD development and implementation, and on timesheets for employees being ubiquitous in private business.
D. Wasniewski questioned budgeting money for POCD development and thanking the Board for their action.
D. Sawyer thanked the Board for their action on POCD.
D. Cugno commented on using staff for POCD development instead of contractors.
O. Duska commented on concern of simultaneous development of POCD and zoning regulations.
C. Bourque commented on POCD development process.

16. **First Selectman's Report**

First Selectman G. Schuster reported that he is working on the Town budget.

17. **Liaison Report**

S. Soby reported that the Planning & Zoning Commission was presented with the Cost of Community Services report from Paul Stahl, which produced a good dialogue with the Commission.

18. **Executive Session to Discuss Pending Claims and Litigations**

S. Soby moved to enter into executive session to discuss pending claims and litigations, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Entered into executive session at 8:22 p.m.

Exited from executive session at 8:37 p.m.

19. **Adjourn**

G. Cordova moved to adjourn at 8:38 p.m., seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Town of Colchester - Regular Board of Selectmen Minutes 03/07/13
Room 1 – Town Hall at 7:00 p.m.

Respectfully submitted,

Derrick M, Kennedy
Executive Assistant to the First Selectman

Attachments:

- Letter to the Board by Sylvina Rollins
- Letter to the Board by Edward Wasniewski
- Letter to the Board by Nick Norton

Sylvina Rollins Mar 4 (3 days ago)
to Gregg, Stan, Rosemary, James, Greg, bcc: me

Sylvina Rollins

Mar 4, 2013

Dear Board of Selectman,

I am a Colchester land owner. I believe the Town of Colchester should **first** update the Plan of Conservation and Development before approving changes and additions to the zoning regulations.

It believe it is important to keep funding secured and complete planning in the proper order. Please complete the Plan of Conservation and Development before modifying the Zoning regulations. Thank-you for your consideration and thank-you for serving the Town of Colchester.

Sincerely,
Sylvina Rollins

From: Ned Wasniewski

Sent: Thursday, March 07, 2013 12:12 PM

To: 'FirstSelectman@colchesterct.gov'; 'soby@sbcglobal.net'; 'rosemarycoyle@sbcglobal.net'; 'ford_james_w@sbcglobal.net'; 'gecordova@comcast.net'

Subject: Plan of Conservation and Development

Importance: High

Dear Board of Selectman,

I am a Colchester land owner. I believe the Town of Colchester should **first** update the Plan of Conservation and Development before approving changes and additions to the zoning regulations.

It believe it is important to keep funding secured and complete planning in the proper order. Please complete the Plan of Conservation and Development before modifying the Zoning regulations. Thank-you for your consideration and thank-you for serving the Town of Colchester.

Regards,
Edward Wasniewski

Ned Wasniewski, Partner

ned@insight-experience.com

www.insight-experience.com

617-242-4282 (w)

617-921-8424 (m)

Nicholas Norton

6 Mar 2013

Board of Selectman,

I trust those who are active in farming in Colchester to know what controls and restrictions will do harm to the future of farming and agricultural use of open space. I believe that the Plan of Conservation and Development, and the zoning regulations which implement it, should reflect the greatest possible inducement to attract and sustain farming. Nothing would be more beneficial in preserving the rural aspect of our town. I urge you to involve our farming interests in plans to maximize that planning and zoning goal. Time is of the essence.

Nick Norton

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COLCHESTER, CT
2013 MAR 12 AM 11:09

Nancy A. Bray
NANCY A. BRAY
TOWN CLERK

----- Forwarded Message -----

From: rose levine <rose.m.levine@gmail.com>
To: Michelle Komoroski <rmtdkomo@sbcglobal.net>
Sent: Mon, March 11, 2013 9:44:31 PM
Subject: Fwd: COA resignation of Herb Davis

----- Forwarded message -----

From: Herb Davis <Herb@wehelpyourhome.com>
Date: Mon, Mar 11, 2013 at 7:17 PM
Subject: COA resignation of Herb Davis
To: selectman@colchesterct.gov
Cc: rose.m.levine@gmail.com

Hi Greg,

I regret to inform you that I must resign from my position on the Commission on Aging (COA). The changes in my health and family needs have dramatically altered my ability to serve in an effective manner. I truly appreciate the opportunity the Board of Selectmen (BOS) provided by allowing me to serve with wonderful members of the COA. I wish the COA, BOS and the entire town of Colchester all the best in the future.

Sincerely,

Herb Davis

Five Levy Road
Colchester, CT 06415

We Help Your Home

Nancy Bray

From: Derrick Kennedy
Sent: Tuesday, March 19, 2013 10:30 AM
To: Nancy Bray
Subject: FW: Agriculture Commission Position

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COLCHESTER, CT
2013 MAR 19 AM 11:26
Nancy A. Bray
NANCY A. BRAY
TOWN CLERK

From: Andrew Lyons [<mailto:andrewjlyons@yahoo.com>]
Sent: Tuesday, March 19, 2013 10:06 AM
To: Gregg Schuster
Cc: Liz MacAlister
Subject: Agriculture Commission Position

Hello Greg,

After much internal debate, I have come to the decision that I need to resign my position as an Agriculture Commission alternate. With the recent start of a new career, my available time became quite diminished, then in January I started a new semester at CCSU (masters in construction management) and the class I am enrolled in falls on Monday night. Due to the school conflict, I would not be available on Monday nights for Commission meetings until May or June. I understand that the Commission has important business before it that needs the undivided attention of its members, and sufficient member attendance to provide a quorum is also important.

I strongly support the mission of the Commission and aim to provide support in any manner I can as time allows. I am a strong supporter in the town's efforts to maintain a strong agriculture base and to protect those interests while simultaneously providing corridors for more commercial development to grow the tax base and ease the burden on the town's taxpayers. However, I have come to the conclusion, that I cannot currently devote the appropriate level of attention to this endeavor. With that, I ask that you please accept my resignation from this Commission.

Please let me know if you have any questions.

Sincerely,

Andrew Lyons

March 18, 2013

To Whom It May Concern, It is with regret that I must resign my position on the ZBA effective March 20, 2013. As of April I will no longer be a resident of Colchester.

It has been my pleasure to serve with all. I hope one day to return and take another position.

Patricia "Trish" Hayn

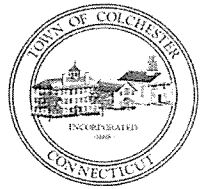
Patricia C. Hayn

NANCY A. BRAY
TOWN CLERK

Nancy A. Bray

2013 MAR 18 PM 12:59

RECEIVED
COLCHESTER, CT



APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2011** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION	
NAME:	Kenneth Bragdon Jr
MAILING ADDRESS:	213 Stanavage Rd, Colchester, CT 06415
BILL NO:	2011-3-51576
BILL NO:	2011-3-51572
BILL NO:	
BILL NO:	
REASON FOR APPLICATION:	MV Sold

AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
7/31/12	\$ 29.66	10/11	7/12	\$ 19.87	\$	\$	\$ 19.87	\$ 9.79
7/31/12	\$ 24.77	10/11	7/12	\$ 16.42	\$	\$	\$ 16.42	\$ 8.35
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$

APPLICANT(S) SIGNATURE: Kenneth Bragdon Jr

OFFICE USE ONLY:

Accounting Codes			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 18.14
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest	\$

Collectors Recommendation to the Governing Body
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

ABATEMENT OR REFUND	\$ 18.14	APPLICATION SUBMITTED DATE:	3/5/12
TAX COLLECTOR: TRICIA COBLENTZ		<i>Tricia Coblentz</i>	

Governing Body Action Taken
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:
BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:		
CLERK SIGNATURE:		



2011030051576

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

AS OF 03/14/2013

BILL NO: 2011-03-0051576 NAME: BRAGDON KENNETH O JR
 UNIQUE ID: 50162700 C/O:
 LINK #: 2011-MV-0000922 ADDRESS: 213 STANAVAGE RD
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: COLCHESTER CT 06415-2034
 ESCROW: COUNTRY:
 DISTRICT:
 PROP ASSESSED: 1,030 YR/MAKE/MDL: 1987 / HD / XLH1100
 EXEMPTIONS: REG / CL / ID: 12 / 1HD1CAN29HY128910
 COC CHANGE: -340 ASSMNT CHANGE: -340
 COC #: 83710M TOWN BENEFIT
 EXEMPT Change: NET VALUE: 690 REG# EXPR: 03/04/2013

MILL RATE: 28.8000

*** BILLED ***

	TOWN	TOTALS
INST1:	29.66	29.66
INST2:	0.00	0.00
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	-9.79	-9.79
TOT TAX:	19.87	19.87
TOTAL PAID:	29.66	29.66

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Adj	8	02/28/2013	83710M	69/123/3	T	-9.79	0.00	0.00	0.00	0.00
Pay	1	07/31/2012		82/22/22	T	29.66	0.00	0.00	0.00	29.66
TOTAL PAYMENTS:						29.66	0.00	0.00	0.00	29.66

TOTAL BALANCE DUE AS OF 03/14/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEES DUE:	0.00
TAX DUE NOW:	-9.79
TOT DUE NOW:	-9.79
BALANCE AMT:	-9.79

*** FLAGS ***

Circuit Breaker Amt: 0 Benefit Year: 0
 Invalid Address Flag No
 Last Adjustment Reason DECREASE MV SOLD 5/12.



2011030051572

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

AS OF 03/14/2013

BILL NO: 2011-03-0051572 NAME: BRAGDON KENNETH O JR
 UNIQUE ID: 50162300 C/O:
 LINK # 2011-MV-0000922 ADDRESS: 213 STANAVAGE RD
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: COLCHESTER CT 06415-2034
 ESCROW: COUNTRY:
 DISTRICT:
 PROP ASSESSED: 860 YR/MAKE/MDL: 1990 / DODG / COLT
 EXEMPTIONS: REG / CL / ID: 1 / JB3CU24XXLU012532
 COC CHANGE: -290
 COC #: 83711M ASSMNT CHANGE: -290
 EXEMPT Change: TOWN BENEFIT
 NET VALUE: 570 REG# EXPR: 01/26/2012

MILL RATE: 28.8000

*** BILLED ***

	TOWN	TOTALS
INST1:	24.77	24.77
INST2:	0.00	0.00
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	-8.35	-8.35
TOT TAX:	16.42	16.42
TOTAL PAID:	24.77	24.77

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Adj	8	02/28/2013	83711M	69/123/2	T	-8.35	0.00	0.00	0.00	0.00
Pay	1	07/31/2012		82/22/18	T	24.77	0.00	0.00	0.00	24.77
TOTAL PAYMENTS:						24.77	0.00	0.00	0.00	24.77

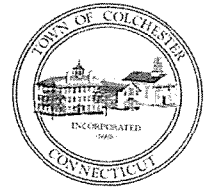
TOTAL BALANCE DUE AS OF 03/14/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEES DUE:	0.00
TAX DUE NOW:	-8.35
TOT DUE NOW:	-8.35
BALANCE AMT:	-8.35

*** FLAGS ***

Circuit Breaker Amt: 0 Benefit Year: 0
 Invalid Address Flag No
 Last Adjustment Reason DECREASE. MV SOLD 4/12.

TOWN OF COLCHESTER
TAX COLLECTOR



APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, 2009, 2010 & 2011 ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION	
NAME:	Marjorie & Eugene Carli
MAILING ADDRESS:	91 Prospect St, Colchester, CT 06415
BILL NO:	2009-1-881
BILL NO:	2010-1-874
BILL NO:	2011-1-847
BILL NO:	
REASON FOR APPLICATION:	Adjust lot size

AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
1/24/11	\$ 2298.52	10/09	7/10	\$ 2288.48	\$	\$	\$ 2288.48	\$ 10.04
1/17/12	\$ 2393.36	10/10	7/11	\$ 2383.02	\$	\$	\$ 2383.02	\$ 10.34
1/8/13	\$ 2210.64	10/11	7/12	\$ 2202.00	\$	\$	\$ 2202.00	\$ 8.64
	\$			\$	\$	\$	\$	\$

APPLICANT(S) SIGNATURE: Marjorie Carli
Eugene Carli

OFFICE USE ONLY:			
Accounting Codes			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 8.64
Refund 11303 – 30112	<input checked="" type="checkbox"/>	Prior Levy	\$ 20.38
Refund 11303 – 30113	<input type="checkbox"/>	Interest	\$

Collectors Recommendation to the Governing Body	
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended	
ABATEMENT OR REFUND	\$ 29.02
APPLICATION SUBMITTED DATE:	2/22/12
TAX COLLECTOR: TRICIA COBLENTZ	<u>Tricia Coblentz</u>

Governing Body Action Taken		
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer		
MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:
BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:		
CLERK SIGNATURE:		



2009010000881

GENERAL DATA REAL ESTATE OFFICE OF THE TAX COLLECTOR

AS OF 03/14/2013

BILL NO: 2009-01-0000881 ORIGINAL OWNER: CARLI MARJORIE R + EUGENE L
 UNIQUE ID: C0047100 C/O:
 LINK# ADDRESS: 91 PROSPECT ST
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: COLCHESTER CT 06415
 ESCROW: COUNTRY:
 VOL/PAGE: 127-673 PROP LOC.: 91 PROSPECT ST
 LIEN VOL/PAGE: EXR PROP LOC:
 DISTRICT: M/B/L: 18-00 014-000

PROP ASSESSED: 130,600 ELD CODE: C 0
 EXEMPTIONS: 3,000 EXMPT CHANGE: 6,000
 COC CHANGE: -6,400
 NET VALUE: 121,200
 MILL RATE: 25.0700

*** BILLED ***

	TOWN	TOTALS
INST1:	1,224.47	1,224.47
INST2:	1,224.47	1,224.47
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	-160.46	-160.46
TOT TAX:	2,288.48	2,288.48
TOTAL PAID:	2,298.52	2,298.52

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEEES	TOTALS
Adj	8	02/22/2013	83705R	69/121/1	T	-10.04	0.00	0.00	0.00	0.00
Pay	7	01/24/2011		81/251/29	T	1,149.26	0.00	0.00	0.00	1,149.26
Pay	2	08/04/2010		81/189/38	T	1,149.26	0.00	0.00	0.00	1,149.26
Adj	1	07/02/2010	79918R	69/4/1	T	-150.42	0.00	0.00	0.00	0.00
TOTAL PAYMENTS:						2,298.52	0.00	0.00	0.00	2,298.52

TOTAL BALANCE DUE AS OF 03/14/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEEES DUE:	0.00
TAX DUE NOW:	-10.04
TOT DUE NOW:	-10.04
BALANCE DUE:	-10.04

*** FLAGS ***

Circuit Breaker Amount: 0 Benefit Year: 2009
 Invalid Address Flag No
 Last Adjustment Reason CLERICAL ERROR ADJ LOT SIZE



2010010000874

GENERAL DATA REAL ESTATE OFFICE OF THE TAX COLLECTOR

AS OF 03/14/2013

BILL NO:	2010-01-0000874	ORIGINAL OWNER:	CARLI MARJORIE R + EUGENE L
UNIQUE ID:	C0047100	C/O:	
LINK#		ADDRESS:	91 PROSPECT ST
FILE#		ADDRESS2:	
BANK:		CITY ST ZIP:	COLCHESTER CT 06415
ESCROW:		COUNTRY:	
VOL/PAGE:	127-673	PROP LOC.:	91 PROSPECT ST
LIEN VOL/PAGE:		EXR PROP LOC:	
DISTRICT:		M/B/L:	18-00 014-000
PROP ASSESSED:	130,600	ELD CODE:	C 750
EXEMPTIONS:	9,000	EXMPT CHANGE:	
COC CHANGE:	-400		
NET VALUE:	121,200		
MILL RATE:	25.8500		

*** BILLED ***

	TOWN	TOTALS
INST1:	1,196.68	1,196.68
INST2:	1,196.68	1,196.68
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	-10.34	-10.34
TOT TAX:	2,383.02	2,383.02
TOTAL PAID:	2,393.36	2,393.36

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEEES	TOTALS
Adj	8	02/22/2013	83704R	69/121/2	T	-10.34	0.00	0.00	0.00	0.00
Pay	7	01/17/2012		82/135/116	T	1,196.68	0.00	0.00	0.00	1,196.68
Pay	1	07/28/2011		82/21/58	T	1,196.68	0.00	0.00	0.00	1,196.68
TOTAL PAYMENTS:						2,393.36	0.00	0.00	0.00	2,393.36

TOTAL BALANCE DUE AS OF 03/14/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEEES DUE:	0.00
TAX DUE NOW:	-10.34
TOT DUE NOW:	-10.34
BALANCE DUE:	-10.34

*** FLAGS ***

Circuit Breaker Amount:	750	Benefit Year:	2009
		CB/Freeze Amt	750.00
Invalid Address Flag	No		
Last Adjustment Reason	CLERICAL ERROR ADJ LOT SIZE		



GENERAL DATA REAL ESTATE OFFICE OF THE TAX COLLECTOR

AS OF 03/14/2013

BILL NO: 2011-01-0000847 ORIGINAL OWNER: CARLI MARJORIE R + EUGENE L
 UNIQUE ID: C0047100 C/O:
 LINK# ADDRESS: 91 PROSPECT ST
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: COLCHESTER CT 06415
 ESCROW: COUNTRY:
 VOL/PAGE: 127-673 PROP LOC.: 91 PROSPECT ST
 LIEN VOL/PAGE: EXR PROP LOC:
 DISTRICT: M/B/L: 18-00 014-000

PROP ASSESSED: 111,800 ELD CODE: C 750
 EXEMPTIONS: 9,000 EXMPT CHANGE:
 COC CHANGE: -300
 NET VALUE: 102,500
 MILL RATE: 28.8000

*** BILLED ***

	TOWN	TOTALS
INST1:	1,105.32	1,105.32
INST2:	1,105.32	1,105.32
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	-8.64	-8.64
TOT TAX:	2,202.00	2,202.00
TOTAL PAID:	2,210.64	2,210.64

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEC	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Adj	8	02/22/2013	83703R	69/121/3	T	-8.64	0.00	0.00	0.00	0.00
Pay	7	01/08/2013		81/162/6	T	1,105.32	0.00	0.00	0.00	1,105.32
Pay	1	07/30/2012		82/21/188	T	1,105.32	0.00	0.00	0.00	1,105.32
TOTAL PAYMENTS:						2,210.64	0.00	0.00	0.00	2,210.64

TOTAL BALANCE DUE AS OF 03/14/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEES DUE:	0.00
TAX DUE NOW:	-8.64
TOT DUE NOW:	-8.64
BALANCE DUE:	-8.64

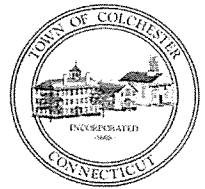
*** FLAGS ***

Circuit Breaker Amount: 750 Benefit Year: 2011
 CB/Freeze Amt 750.00
 Invalid Address Flag No
 Last Adjustment Reason CLERICAL ERROR ADJ LOT SIZE

TOWN OF COLCHESTER

TAX COLLECTOR

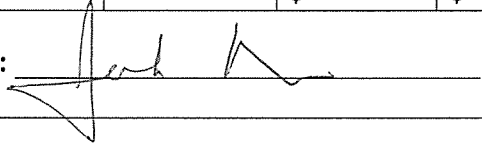
**APPLICATION FOR ABATEMENT OR REFUND OF
PROPERTY TAXES**




THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2011** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION	
NAME:	Jack Nann
MAILING ADDRESS:	23 Boulder Road, Colchester, CT 06415
BILL NO:	2011-3-60461
BILL NO:	
BILL NO:	
BILL NO:	
REASON FOR APPLICATION:	Overpayment

AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
2/6/13	\$ 115.97	10/11	7/12	\$ 115.97	\$	\$	\$ 99.36	\$ 16.61
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$

APPLICANT(S) SIGNATURE: 

OFFICE USE ONLY:			
Accounting Codes			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 16.61
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest	\$
Collectors Recommendation to the Governing Body			
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended			
ABATEMENT OR REFUND	\$ 16.61	APPLICATION SUBMITTED DATE:	2/6/13
TAX COLLECTOR: TRICIA COBLENTZ			

Governing Body Action Taken		
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer		
MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:
BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:		
CLERK SIGNATURE:		



2011030060461

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

AS OF 03/14/2013

BILL NO: 2011-03-0060461 NAME: NANN JACK G
 UNIQUE ID: 51070100 C/O:
 LINK #: 2011-MV-0006037 ADDRESS: 23 BOULDER RD
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: COLCHESTER CT 06415-2435
 ESCROW: COUNTRY:
 DISTRICT:
 PROP ASSESSED: 3,450 YR/MAKE/MDL: 2001 / VOLV / S40
 EXEMPTIONS: REG / CL / ID: 1 / YV1VS29591F613124
 COC CHANGE:
 COC #: ASSMNT CHANGE:
 EXEMPT Change: TOWN BENEFIT
 NET VALUE: 3,450 REG# EXPR: 11/09/2012
 MILL RATE: 28.8000

*** BILLED ***

	TOWN	TOTALS
INST1:	99.36	99.36
INST2:	0.00	0.00
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	0.00	0.00
TOT TAX:	99.36	99.36
TOTAL PAID:	115.97	115.97

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Pay	8	02/06/2013	O	82/153/24	T	115.97	11.92	0.00	0.00	127.89
TOTAL PAYMENTS:						115.97	11.92	0.00	0.00	127.89

TOTAL BALANCE DUE AS OF 03/14/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEES DUE:	0.00
TAX DUE NOW:	-16.61
TOT DUE NOW:	-16.61
BALANCE AMT:	-16.61

*** FLAGS ***

Circuit Breaker Amt: 0 Benefit Year: 0
 Invalid Address Flag No



APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2011** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION	
NAME:	Ronald Hutchins
MAILING ADDRESS:	668 Deep River Road, Colchester, CT 06415
BILL NO:	2011-4-81294
BILL NO:	
BILL NO:	
BILL NO:	
REASON FOR APPLICATION:	Decrease previous year didn't import

AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
2/21/13	\$ 181.44	10/11	7/12	\$ 89.57	\$	\$	\$ 89.57	\$ 91.87
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$

APPLICANT(S) SIGNATURE: *Ronald L Hutchins*

OFFICE USE ONLY:

Accounting Codes			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 91.87
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest	\$

Collectors Recommendation to the Governing Body
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

ABATEMENT OR REFUND	\$ 91.87	APPLICATION SUBMITTED DATE:	2/22/13
TAX COLLECTOR: TRICIA COBLENTZ		<i>Tricia Coblentz</i>	

Governing Body Action Taken
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:
BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:		
CLERK SIGNATURE:		



2011040081294

GENERAL DATA MOTOR VEHICLE SUPP OFFICE OF THE TAX COLLECTOR

AS OF 03/14/2013

BILL NO: 2011-04-0081294 NAME: HUTCHINS RONALD L
 UNIQUE ID: 81294 C/O:
 LINK # 2011-MS-0001006 ADDRESS: 668 DEEP RIVER RD
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: COLCHESTER CT 06415-1902
 ESCROW: COUNTRY:
 DISTRICT:
 PROP ASSESSED: 6,300 YR/MAKE/MDL: 1988 / CHEV / GMT400
 EXEMPTIONS: REG / CL / ID: 3 / 2GCFK24K2J1115474
 COC CHANGE: -3,190 MONTH CODE: A.
 COC #: 83702S ASSMNT CHANGE: -3,190
 EXEMPT Change: TOWN BENEFIT
 NET VALUE: 3,110 REG# EXPR: 09/24/2013

CURRENT VEHICLE... Value: 6,300 Credit: 0 Prorate: 6,300
 OLD VEHICLE... Value: 0 Credit: 0 ADJ VAL: 6,300
 MILL RATE: 28.8000

*** BILLED ***

	TOWN	TOTALS
INST1:	181.44	181.44
INST2:	0.00	0.00
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	-91.87	-91.87
TOT TAX:	89.57	89.57
TOTAL PAID:	181.44	181.44

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Adj	8	02/22/2013	83702S	69/121/4	T	-91.87	0.00	0.00	0.00	0.00
Pay	8	02/21/2013		82/163/65	T	181.44	5.44	0.00	0.00	186.88
TOTAL PAYMENTS:						181.44	5.44	0.00	0.00	186.88

TOTAL BALANCE DUE AS OF 03/14/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEES DUE:	0.00
TAX DUE NOW:	-91.87
TOT DUE NOW:	-91.87
BALANCE AMT:	-91.87

*** FLAGS ***

Circuit Breaker Amt: 0 Benefit Year: 0
 Invalid Address Flag No
 Last Adjustment Reason DECREASE. PREV YR VALUE DIDN'T IMPORT.

Bacon Academy Board of Trustees
Colchester, Connecticut 06415
Established 1803

178 Bull Hill Road
Colchester, CT 06415
March 18, 2013

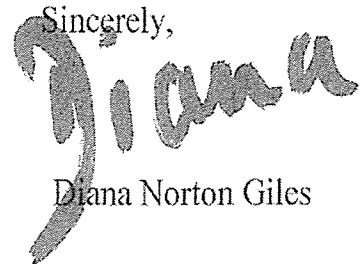
Dear Katherine,

The Board of Trustees supports and endorses your proposal to establish a community garden behind the Arts and Sciences Building / Senior Center.

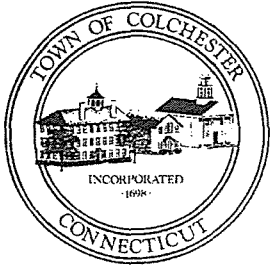
We understand that this will be a volunteer program operated through Colchester Social Services and the goal will be to provide fresh produce primarily for the Food Bank. We were pleased to learn that any extra will go to the Community Lunch program and then to the Senior Center.

We look forward to your success and please let us know when you need help weeding.

Sincerely,

A handwritten signature in dark ink, appearing to read "Diana", written in a cursive style.

Diana Norton Giles



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

March 14, 2013

To: Colchester Board of Selectmen

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.

The owner of the referenced Subdivision has requested a bond reduction to reflect the public improvements completed to date.

The town is currently holding two separate bonds for this project. The bond affected by this request is Subdivision Surety Bond No. 5023480 from “Bond Safeguard Insurance Company” which totals \$2,600,977.20 and covers phases B, C, D, E, F and G.

This requested reduction is for the phase C (Oak Farm Drive Station 0+00 to 29+15) surface course of bituminous concrete and catch basin cleaning items which total \$56,980.00

This work has actually been completed since October 2010 and this portion of Oak Farm Drive was accepted as a town road on December 12, 2010. It is therefore recommended that this surety bond be reduced by \$56,980.00 leaving a remaining bond balance of \$2,543,997.20.

RECOMMENDED MOTION:

Motion that the Town of Colchester reduce Subdivision surety bond No. 5023480 from Bond Safeguard Insurance Company in the amount of \$2,600,977.20 by \$56,980.00 leaving a bond balance of \$2,543,997.20 as recommended by the Town Engineer.



White Oak Development, LLC

Building Energy Sustainable Communities

3/12/13

Mr. Sal Tassone
Town Engineer
Town of Colchester
127 Norwich Ave.
Colchester, CT 06415

Dear Sal,

We are requesting the reduction of the road bond for Phase C wearing course and final cleanout of the catch basin sumps which should equal \$56,980.

If you have any questions or require any other information please let me know.

Thanks,

Ron Gaudet
President

Senior Center Making Memories Program

Renewal Grant Approval Request

TO: Board of Selectmen

FROM: Maggie Wasicki

DATE: 3/6/2013

Re: Grant Renewal Application Approval

Grantor: Senior Resources
Title III funds of the Older Americans Act

Federal Fiscal Year: 10/1/2013 – 09/30/2014

Requested Amount: \$18,602.00

Preliminary Submission date: 3/01/2013

Purpose: This grant would provide continued funding for the center's Making Memories Program which provides recreational therapeutic activities for seniors who are facing early signs of dementia and/or cognitive and physical mobility limitations. We currently have a \$10,000 grant for this program through Senior Resources, Title III funds. This is a renewal application.

Matching Requirements: There is a 25% (\$4,650) match for this grant which will be met with either other grant sources (as obtained), client donations, or existing costs in the senior center's annual budget. Expected sources of the match: 5% of directors' salary and existing operating expenses.

- No new funding is required to meet this match.

Recommended Action: That the Colchester Board of Selectmen authorize the First Selectman to submit a preliminary application for grant funding in the amount of \$18,602 to Senior Resources, Title III fund of the Older Americans Act for continued funding of the Making Memories Program.

APPLICATION PAGES

Face Page

1. Agency Colchester Senior Center
 Contact Person Maggie Wasicki or Donna Paty
 Street 95 Norwich Ave.
 City, State, Zip Colchester CT, 06415
 Phone 860-537-7225 Ext. _____ Email mwasicki@colchesterct.gov
 Fax 860-537-7231
2. Service Category (Access, In-Home, Legal, Health & Dental, Adult Day Care, or Other Community Services) Health
3. Program Period October 2013 to September 2014
4. How many years has this program been funded by Title III? 4

5. Budget Summary	Total Program Cost	<u>\$28,048</u>
	Less:	
	Client Donations	<u>\$2,000</u>
	Other Cash	<u>\$0</u>
	Net Cost	<u>\$26,048</u>
	Less Match:	
	Non-Federal Cash	<u>\$7,446</u>
	Non-Federal In-Kind	<u>\$0</u>
	Total Title III Request	<u>\$18,602</u>

6. Agency Type Non Profit Public Municipality
 Private for Profit
7. Employer Identification Number 06-6001974
8. Name and address of person to whom checks should be mailed if different than #1
9. Address of program if different than #1
10. Days and times service will be provided 3 days a week X 6 hours a day 8:30-2:30 MTW
11. Is transportation available for proposed program? Yes
 If yes, what type of transportation? Bus
12. Are proposed services accessible to the handicapped? Yes
13. Terms and Conditions:

It is understood and agreed by the undersigned that: 1) funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies and procedures of the Agency on Aging, the Connecticut State Department of Social Services, the Administration on Aging and the U. S. Department of Health and Human Services; 2) any changes in the original proposal as approved will be submitted in writing by the applicant and upon notification of approval by the Agency on Aging shall be deemed incorporated into and become a part of this agreement; 3) if funds are awarded, I am authorized to accept the grant within 45 days; 4) the attached Standard Assurances of compliances with the DHHS pursuant to Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, as amended, and the Age Discrimination Act of 1975, as amended, et.al., applies to this proposal as approved; and 5) funds awarded by the Agency on Aging may be terminated at any time for violations of any terms and conditions and requirements of this agreement.

Name and Title CREGG SCHUSTER / KRIST SELETJAN Date _____
 Signature _____

SCAUSMA

STANDARD ASSURANCES

I. OLDER AMERICANS ACT

The undersigned HEREBY AGREES THAT it will comply with the Older Americans Act of 1965,

As a condition of receipt of funds under this act, each provider shall assure that they will:

- a. Provide the area agency, in a timely manner, with statistical and other information which the area agency requires in order to meet its planning, coordination, evaluation and reporting requirements established;
- b. Provide each older person with an opportunity to voluntarily contribute to the cost of the service;
- c. Protect the privacy of each older person with respect to his or her contributions;
- d. Establish appropriate procedures to safeguard and account for all contributions;
- e. May not deny any older person a service because the older person will not or cannot contribute to the cost of the service;
- f. With the consent of the older person or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger;
- g. Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies;
- h. Assist participants in taking advantage of benefits under other programs;
- i. Assure participants in taking advantage of benefits under other programs;
- j. Assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services; and
- k. Assure that the proposed project intends to satisfy the service needs of older persons with disabilities and severe disabilities.

II. CIVIL RIGHTS ACT OF 1964 (AMENDED TO THE CIVIL RIGHTS ACT OF 1991)

The undersigned also AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-353) and all requirements imposed by or pursuant to the Regulation of the

Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance from Senior Resources Agency on Aging, a recipient of Federal financial assistance from the Department (hereinafter called "Grantor"); and HEREBY GIVES ASSURANCE THAT it will immediately take any measure necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during

III. REHABILITATION ACT OF 1973

The undersigned also HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

IV. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

The undersigned HEREBY AGREES THAT it will comply with the terms of the Health Insurance Portability and Accountability Act of 1996, as appropriate.

V. CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

VI. CERTIFICATION OF DRUG FREE WORKPLACE

The undersigned HEREBY AGREES THAT it will comply with the Drug-Free Workplace Act of 1988 in matters relating to providing a drug-free work place. The undersigned contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of such prohibition;
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 1. The dangers of drug abuse in the work place,
 2. The person's or organization's policy of maintaining a drug-free work place,
 3. Any available counseling, rehabilitation and employee assistance programs, and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide that every employee who works on the proposed contract or grant:
 1. Will receive a copy of the company's drug-free policy statement, and
 2. Will agree to abide by the terms of the company's statement as a condition of employment the contract or grant.

VII. NON-DISCRIMINATION REGARDING SEXUAL ORIENTATION

The undersigned contractor AGREES THAT it 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. The contractor also agrees to the following:

1. Employees are treated when employed without regard to their sexual orientation.
2. A notice stating the above to be posted in conspicuous places available to employees and applicants.
3. To comply with Connecticut General Statutes 46a-56.

VIII. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

1. The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further 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, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

2. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

3. The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers; representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

4. The Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to sections 46a-56, 46a-68e and 46a-68f;

5. The Contractor agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section 46a-56.

IX. AMERICANS WITH DISABILITIES ACT OF 1990

The undersigned contractor states they are familiar with the terms of this Act and are in compliance with said Act.

X. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

The undersigned contractor AGREES to use best efforts consistent with 46C.F.R. 74.160 et seq. (1992) and paragraph 9 of Appendix G; Connecticut General Statutes 13a-95a, 4a-60, 4a-62, 4b-95(b), and 32-9e.

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of application for Federal financial assistance which was approved before such date. The Subgrantee recognizes and agrees that such Federal financial assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the subgrantee.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of Connecticut.

Date 3/7/13

Agency Name TOWN OF CHESTER SENIOR CENTER

Signature _____
(President, Chairperson of Board, or comparable authorized official)

Title FIRST SELECTMAN

Colchester Senior Center

TO: Board of Selectmen

FROM: Maggie Wasicki, Finance Director

SUBJECT: Grant Submission Request

DATE: 3/14/2013

Grantor: State of Connecticut, Department of Transportation
Matching Grant Program for Elderly and Disabled Demand Responsive
Transportation.
State Fiscal Year 2014

Submission Date: April 2, 2013

Purpose: This is a renewal application to the State of Connecticut for continuation
Funding to support our Dial a Ride out of town medical and special incentives
Transportation program.

Matching Requirements: This grant requires a match equal to the amount provided by the State.
As in past years this match is met by the existing transportation costs in the
senior center annual town budget. No new monies are needed for this match.

RECOMMENDED ACTION TO BE TAKEN:

BE IT RESOLVED that the Board of Selectmen for the Town of Colchester hereby authorize the First
Selectman, Gregg Schuster, to negotiate and execute all necessary Agreement/Contract documents on
behalf of the Town of Colchester with the Department of Transportation of the State of Connecticut and
to affix the corporate seal.

Application For A State Matching Grant For Elderly And Disabled Demand
Responsive Transportation

For Services Operating in State Fiscal Year 2014

1. **General Information**

Legal name of applicant

Grant amount applying for: \$ _____

Address

Nine-digit Federal Employer Identification Number: _____ - _____ - _____

Please check one of the following:

_____ Municipality _____ Transit District _____ Regional Planning Organization

Please check one of the following:

_____ Repeat applicant _____ New applicant

Contact information for questions on the application.

Name: _____

Title: _____

Telephone number: (_____) _____ - _____

Fax number: (_____) _____ - _____

Email Address: _____

2. **Questions**

a) If the applicant is a **municipality**, does your municipality currently provide or contract for dial-a-ride transportation services?

_____ yes _____ no

(Dial-a-ride transportation is defined as a type of transit service where individual passengers can request transportation from a specific location to another specific location at a certain time. Transit vehicles providing dial-a-ride service do not follow a fixed route, but travel throughout the community transporting passengers between their specific requested origins and destinations. These services usually, but not always, require advance reservations. The terms demand-response and dial-a-ride can be used interchangeably.)

b) If the application is a **coordinated program**, please list the coordinating entity and all the municipalities included in the application and indicate whether those towns already provide or contract for dial-a-ride transportation services.

Municipality	No service	Contract for Service	Provide Service

New Applicants Only

Party authorized to enter into agreement with State

Name: _____

Title: _____

Telephone number: (_____) _____ - _____

Fax number: (_____) _____ - _____

- c) Please describe how seniors and persons with disabilities currently receive transportation services in each municipality included in the grant application. For example, are volunteer drivers used, does the senior center provide the service, are town-owned vehicles used, what types of services are provided, etc?
- d) How will this change with the addition of the grant funds? Please describe the actual service that will be provided. Will the town or a municipal based agency provide transportation services? Will the service be contracted out?
- e) What is the proposed start date for the new or expanded transportation services?
- f) How much is service estimated to increase annually (how many more hours of service or passenger trips will be provided)?
- g) How does the municipality propose to coordinate their transportation needs and services within a greater region? If none, what efforts were made to examine the feasibility or cost effectiveness of coordination?
- h) How will the municipality inform the target population about the availability of new or expanded transportation services?

Repeat Applicants Only

Response to these questions is **REQUIRED**:

c) Please describe the services that will provide using these grant funds. These services may help other towns when they ask me of some ideas.

d) How does the municipality propose to coordinate their transportation needs and services within a greater region? If none, what efforts were made to examine the feasibility or cost effectiveness of coordination?

e) How will the municipality inform the target population about the availability of new or expanded transportation services?

Response to these questions is **OPTIONAL**:

f) What other transportation needs do your riders require that are not being met? If possible, please describe ideas of how these needs could be met.

g) If any SFY 2013 funds were unspent, please specify the amount and explain/describe how these funds will be used in SFY 2014. *Please note: any unspent funds must be drawn down first.*

h) Have you seen an increase in ridership since the beginning of the Municipal Grant Program? Do the same people ride more frequently or are there new riders?

i) How has this grant money helped your transportation services over the past years?

j) What are some obstacles faced by your service and what do you think could help with these obstacles?

All Applicants
(Complete Pages 4-9)

3. Proposed Dial-a-Ride Budget for SFY 2014

Estimate annual expenses and revenue for the proposed transportation program using the following categories. This budget should include all existing and anticipated funds. Total System Expenses and Total Revenue **MUST** match. If there is a surplus or deficit, provide explanation.

	Vehicle Operations	Vehicle Maintenance	General Administration	TOTAL
LABOR				
Operators' Salaries & Wages				
Other Salaries				
FRINGE BENEFITS				
SERVICES				
MATERIALS & SUPPLIES				
Fuel & Lubricants				
Tires & Tubes				
Other Materials & Supplies				
Purchased Transportation				
Other Expenses (explain):				
TOTAL SYSTEM EXPENSES				

REVENUE:				
Donations				
Municipal				
Federal (non-USDOT)				
ConnDOT Municipal Grant				
Unspent SFY 2013 Municipal Grant Funds*				
Other State (explain)				
Subtotal				
Fares				
ConnDOT				
USDOT				
Subtotal				
TOTAL REVENUE				

*Repeat Applicants Only

4. **Dial-a-Ride Budget for SFY 2013**

Provide the estimated annual expenses and revenues for the municipality's current transportation program using the following categories. This budget should include all existing and anticipated funds.

Total System Expenses and Total Revenue should match. If there is a surplus or deficit, please explain.

	Vehicle Operations	Vehicle Maintenance	General Administration	TOTAL
LABOR				
Operators' Salaries & Wages				
Other Salaries				
FRINGE BENEFITS				
SERVICES				
MATERIALS & SUPPLIES				
Fuel & Lubricants				
Tires & Tubes				
Other Materials & Supplies				
Purchased Transportation				
Other Expenses (explain):				
TOTAL SYSTEM EXPENSES				

REVENUE:				
Donations				
Municipal				
Federal (non-USDOT)				
ConnDOT Municipal Grant				
Unspent SFY 2012 Municipal Grant Funds*				
Other State (explain)				
Subtotal				
Fares				
ConnDOT				
USDOT				
Subtotal				
TOTAL REVENUE				

* Repeat Applicants Only

5. **Dial-a-Ride Program Data to Date for SFY 2013**

Provide actual year-to-date expenses and revenues for the current municipal transportation program using the following categories. Total System Expenses and Total Revenue **MUST** match. If there is a surplus or deficit, provide explanation.

Actual Data through _____, 2013.

	Vehicle Operations	Vehicle Maintenance	General Administration	TOTAL
LABOR				
Operators' Salaries & Wages				
Other Salaries				
FRINGE BENEFITS				
SERVICES				
MATERIALS & SUPPLIES				
Fuel & Lubricants				
Tires & Tubes				
Other Materials & Supplies				
Purchased Transportation				
Other Expenses (explain):				
TOTAL SYSTEM EXPENSES				

REVENUE:				
Donations				
Municipal				
Federal (non-USDOT)				
ConnDOT Municipal Grant				
Unspent SFY 2012 Municipal Grant Funds*				
Other State (explain)				
Subtotal				
Fares				
ConnDOT				
USDOT				
Subtotal				
TOTAL REVENUE				

*Repeat Applicant Only

6. **Actual Dial-a-Ride Program Data for SFY 2012**

Report actual expenses and revenues for the municipal transportation program for SFY 2011 using the following categories.

Total System Expenses and Total Revenue should match. If there is a surplus or deficit, please explain.

	Vehicle Operations	Vehicle Maintenance	General Administration	TOTAL
LABOR				
Operators' Salaries & Wages				
Other Salaries				
FRINGE BENEFITS				
SERVICES				
MATERIALS & SUPPLIES				
Fuel & Lubricants				
Tires & Tubes				
Other Materials & Supplies				
Purchased Transportation				
Other Expenses (explain):				
TOTAL SYSTEM EXPENSES				

REVENUE:				
Donations				
Municipal				
Federal (non-USDOT)				
ConnDOT Municipal Grant				
Unspent SFY 2011 Municipal Grant Funds*				
Other State (explain)				
Subtotal				
Fares				
ConnDOT				
USDOT				
Subtotal				
TOTAL REVENUE				

* Repeat Applicants Only

7. In-Kind Contribution Detail

In-Kind is defined as a dollar value of non-cash contributions (which directly benefit a project) by the grantee or another party other than the funder (volunteer services, equipment use, facilities use, staff time or other resources, as distinguishable from a monetary grant.)

1. Proposed In-Kind for SFY 2014

	Vehicle Operations	Vehicle Maintenance	General Administration	TOTAL
In-Kind (Name Source):				
Volunteer:				
Equipment:				
Facility:				
Staff:				
Fuel:				
Other (explain):				
TOTAL				

2. In-Kind budgeted for SFY 2013

	Vehicle Operations	Vehicle Maintenance	General Administration	TOTAL
In-Kind (Name Source):				
Volunteer:				
Equipment:				
Facility:				
Staff:				
Fuel:				
Other (explain):				
TOTAL				

3. Actual In-Kind for SFY 2012

	Vehicle Operations	Vehicle Maintenance	General Administration	TOTAL
In-Kind (Name Source):				
Volunteer:				
Equipment:				
Facility:				
Staff:				
Fuel:				
Other (explain):				
TOTAL				

8. Other Required Information

- a) If the municipality does not have a transportation program, there must be letters of commitment from all sources of matching funds.

- b) Each municipality applying for funds must submit an annual certification that the State Municipal Grant Program funds are in addition to current municipal levels of spending on transportation programs for seniors and persons with disabilities. The Chief Fiscal Officer (CFO) for the municipality must sign this document. (*See Attachment 2*) If budgets for transportation programs for seniors and persons with disabilities will remain unchanged for sfy 2014, the CFO must fill out and sign version A of Attachment 2. If budgets for transportation programs for seniors and persons with disabilities will be reduced, the CFO must fill out and sign version B of Attachment 2.

- c) Municipal budget documents must be provided showing budget requests for transportation services for SFY 2014 (proposed budget/budget requests are acceptable). The transportation funding must be for services and expenditures that have been determined eligible based on the requirements in the “Eligible Match” and “Eligible Projects and Expenses” section.

- d) In a regionally coordinated system, a municipality must certify that they are assigning their grant apportionment to the coordinating entity. (*See Attachment 3*)

Attachment 1 – Maintenance of Effort Certification **All Applicants**

The Chief Fiscal Officer (CFO) for the municipality must sign the maintenance of effort certification. If municipal budgets for transportation programs for seniors and persons with disabilities will remain unchanged (or increase) for SFY 2014, the CFO must fill out and sign version A of Attachment 2. If municipal budgets for transportation programs for seniors and persons with disabilities will be reduced, the CFO must fill out and sign version B of Attachment 2.

Maintenance of Effort Certification (Version A)

The municipality of ***Municipality*** hereby certifies that State of Connecticut 13b-38bb Elderly and Disabled Demand Responsive Municipal Grant Program funds are in addition to current municipal levels of spending on transportation programs for Seniors and Persons with Disabilities.

Typed Name

Title (Chief Fiscal Officer)

Signature

Maintenance of Effort Certification (Version B)

The municipality of ***Municipality*** will be reducing municipal levels of spending on transportation programs for Seniors and Persons with Disabilities by ***Percentage*** and acknowledges that State of Connecticut 13b-38bb Elderly and Disabled Demand Responsive Municipal Grant Program funds will be reduced accordingly.

Typed Name

Title (Chief Fiscal Officer)

Signature

Attachment 2 – Grant Assignment Certification

Grant Assignment Certification

The municipality of ***Municipality*** is participating in a consolidated application for State of Connecticut 13b-38bb Elderly and Disabled Demand Responsive Municipal Grant Program through the ***Municipality, Transit District or Regional Planning Organization***. The municipality of ***Municipality*** hereby assigns its grant apportionment from the State program to ***Municipality, Transit District or Regional Planning Organization***, who will coordinate the operation of service.

Typed Name

Title (CEO)

Signature

**REGISTRARS OF VOTERS
127 Norwich Avenue
Colchester, CT 06415**

Dorothy A. Mrowka

Diana Norton Giles

Resolution for Emergency Contingency Plan for Elections:

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

1. The Plan is hereby adopted as an official document by the Board of Selectman.
2. The plan covers ballot shortages, shortage of absence of poll workers, loss of power, fire or the sounding of an alarm within a polling place, voting machine malfunctions, weather or other natural disasters, need to remove a poll worker or moderator and to replace such worker or moderator and disorder in and around the polling place.
3. Upon approval by the legislative body, such plan shall remain on file with the municipal clerk until such plan is amended and approved by the legislative body of the Town of Colchester.
4. A file of this emergency plan together with evidence of legislative body approval shall be filed with the Secretary of the State.

TOWN OF COLCHESTER
EMERGENCY
ELECTION PROCEDURES

PREPARED BY:

DOROTHY A. MROWKA

DIANA NORTON GILES

ASSESSMENT OF THE POLLING PLACE
BY THE MODERATOR
BEFORE THE OPENING OF THE POLLS

- USE THE MAP PROVIDED BY THE REGISTRARS TO LOCATE FIRE EXTINGUISHERS, FIRE ALARMS, AND DEFIBRILLATORS.
- POINT OUT TO POLL WORKERS THE EMERGENCY ESCAPE ROUTES/EXITS
- POINT OUT TEMPORARY INDOOR SAFETY LOCATIONS FOR WEATHER EMERGENCIES, SUCH AS IMPENDING TORNADOES OR HURRICANES
- POINT OUT TO POLL WORKERS A PRE-DETERMINED OUTDOOR ASSEMBLY POINT TO BE USED IN CASE OF AN EMERGENCY EVACUATION. IF POSSIBLE IT SHOULD BE AT LEAST 300 FEET AWAY FROM THE BUILDING AND OUTSIDE OF PARKING AREAS.
- ASSIGN DUTIES TO ASSISTANT REGISTRARS, CHECKERS AND BALLOT CLERKS IN THE EVENT OF AN EVACUATION OF THE POLLING PLACE.

POLLING PLACE EVACUATION AND EMERGENCY RELOCATION

FOR SAFETY EMERGENCIES SUCH AS FIRE, BOMB SCARES, AND ACTS OF VIOLENCE THE MODERATOR SHOULD IMMEDIATELY CALL 911 FOLLOWED BY A CALL TO THE REGISTRARS OF VOTERS. 860 537-7204

- THE MODERATOR AND ASSISTANT REGISTRAR SHOULD GET A HEADCOUNT OF WORKERS AND VOTERS IN THE POLLING PLACE.
- ALERT ALL INDIVIDUALS OF THE EMERGENCY CIRCUMSTANCES AND REMIND THEM OF THE PRE-DETERMINED ASSEMBLY AREA.
- ALL POLL WORKERS AND VOTERS SHOULD PROCEED TO THE ASSEMBLY AREA.
- THE ASSISTANT REGISTRARS SHOULD TAKE A HEAD COUNT TO ASSURE THAT ALL POLL WORKERS AND VOTERS HAVE MOVED TO THE SAFE AREA.

EVACUATION OF EQUIPMENT AND MATERIALS FROM THE POLLING PLACE

- THE MODERATOR SHOULD READ THE PUBLIC COUNTER NUMBER FROM THE VOTING MACHINE AND RECORD ON THE MODERATOR RETURN; TURN OFF THE MACHINE; AND UNPLUG AND SEAL THE MACHINE IN ITS TRANSFER CASE.
- IN THE CASE OF A TEMPORARY EVACUATION THE MODERATOR SHOULD RECORD THE PUBLIC COUNTER NUMBER ON THE MODERATOR RETURN; TURN OFF THE VOTING MACHINE; UNPLUG, AND ROLL THE BALLOT BOX WITH THE VOTING MACHINE TO A SAFE AREA.
- THE ASSISTANT REGISTRARS, WITH THE HELP OF THE CHECKERS AND BALLOT CLERKS SHOULD SECURE THE CHECKER LISTS, UNVOTED BALLOTS, AND SPOILED BALLOTS, AND PLACE THEM IN THE ROLLER CABINET FOR SAFE-KEEPING.
- THE MODERATOR SHOULD MOVE THE ROLLER CABINET TO A PRE-DETERMINED SAFE AREA BY THE CHECKERS.

- THE ASSISTANT REGISTRAR SHOULD LIST THE NAMES OF THE PEOPLE WHO CHECKED IN BEFORE THE EVACUATION BUT WERE UNABLE TO VOTE. ALL BALLOTS OF SUCH VOTERS SHOULD BE COLLECTED AND MARKED “SPOILED.” IF SUCH VOTERS RETURN TO VOTE THEY SHOULD BE ISSUED NEW BALLOTS AND CHECKED OFF THE ELECTION OFFICER’S (EVACUATION) LIST.
- ELECTION OFFICIALS SHOULD ADVISE VOTERS THAT THEY MAY, DEPENDING ON THE CIRCUMSTANCES, DO ONE OF THE FOLLOWING:
 - a. WAIT UNTIL THE BUILDING CAN BE RE-ENTERED.
 - b. PROCEED TO THE ALTERNATE POLLING PLACE TO VOTE.
- AN ASSISTANT REGISTRAR SHOULD STAY WITH THE EVACUATED VOTERS WHO HAVE BEEN CHECKED IN BUT WHO HAVE NOT YET VOTED AND VOTING SHOULD BEGIN (EITHER INSIDE THE POLLING PLACE OR AT AN *ALTERNATE LOCATION) AS SOON AS SAFELY POSSIBLE.

***VOTERS WILL USE THEIR OWN MEANS OF TRANSPORTATION TO REACH THE ALTERNATIVE POLLING PLACE.**

FINAL CHECKLIST OF ITEMS TO BE SECURED:

- **VOTING MACHINE**: TURNED OFF (NO ENDER CARD) SEALED, SECURED, AND GUARDED.
- **CHECKER BOOKS**
- **PUBLIC COUNTER NUMBER** RECORDED FROM THE VOTING MACHINE.
- **LIST OF VOTERS** WHO CHECKED IN BUT HAD NOT VOTED
- **UNUSED BALLOTS**
- **VOTED BALLOTS**
- **BALLOT BOX**
- **PERSONAL BELONGINGS**
- **MODERATOR BAG**

SPECIFIC EMERGENCIES EMERGENCY REPRODUCTION OF BALLOTS DUE TO BALLOT SHORTAGE

- REGISTRARS WILL MAKE COPIES OF THE OFFICIAL BALLOTS AND DELIVER TO THE POLLS.
- MODERATOR SHOULD DOUBLE CHECK THAT THEY ARE RECEIVING THE CORRECT FORM OF THE BALLOT FOR THEIR DISTRICT/POLLING PLACE.
- MODERATORS SHOULD INSTRUCT MACHINE TENDER TO HAVE VOTERS PUT THE XEROXED COPIES OF THE BALLOTS IN THE AUXILIARY BIN AS THEY CANNOT BE READ BY THE TABULATOR.

SHORTAGE OF ELECTION OFFICIALS:

- NOTIFY THE REGISTRARS IMMEDIATELY.

POWER OUTAGE:

- NOTIFY THE REGISTRARS IMMEDIATELY.
- THE VOTING MACHINES HAVE 2 HOURS OF EMERGENCY POWER.
- THE BATTERY BACK-UPS HAVE APPROXIMATELY 6 HOURS OF EMERGENCY POWER.
- PROVIDE ALTERNATE LIGHTING FOR EACH POLLING PLACE.

FIRE AND BOMB THREATS:

- FOR VOTING EMERGENCIES FOR FIRE AND BOMB THREATS CALL 911 AND REFER TO THIS EMERGENCY MANUAL.

MACHINE MALFUNCTIONS:

- FOR MACHINE MALFUNCTIONS REFER TO THE MODERATOR'S MANUAL.

DISORDER, VIOLENCE OR INTIMIDATION:

- EVICT ANY PERSON FROM THE POLLING PLACE WHO INTERFERES WITH THE ORDERLY PROCESS OF VOTING.
- PREVENT UNIDENTIFIED PERSON FROM LOITERING IN AND WITHIN 75 FEET OF THE POLLING PLACE.
- PROTECT THE RIGHT OF VOTERS TO CAST A BALLOT IN PRIVATE.
- REQUEST ANY DISORDERLY PERSON TO LEAVE THE PREMISES. IF NEEDED CALL 911.

ILLNESS, INJURY, OR DEATH:

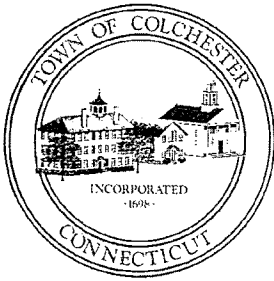
- FOR ILLNESS, INJURY, OR DEATH REFER TO THE EMERGENCY MANUAL IN MODERATOR'S BAG.

POLL WORKER REMOVAL:

- FOR REMOVAL OF POLL WORKERS REFER TO THE EMERGENCY MANUAL IN MODERATOR'S BAG.

**WHEN IN DOUBT YOU MAY ALWAYS CALL THE
REGISTRAR OF VOTERS**

(860) 537-7204



Town of Colchester, Connecticut

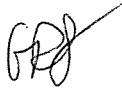
127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

cc:

From : Gregg Schuster, First Selectman 

Date: 3/19/13

Re: Energy Performance Contract with Honeywell

Per my March 4, 2013 memo, the Board now needs to approve the final contract with Honeywell.

Recommended Motion

“Move to approve the contract with Honeywell and authorize the First Selectman to sign any and all necessary documents.”

ENERGY SAVINGS PERFORMANCE CONTRACT

This Energy Savings Performance Contract (the "Contract") is made and entered into as of this day of _____, 2013 at _____, in the County of New London, State of Connecticut, by and between Honeywell International Inc. ("ESCO"), having its principal offices at 101 Columbia Road, Morristown, New Jersey 07962-1057, and The Town of Colchester ("Institution") a municipality and subdivision of the State of Connecticut having principal offices a 127 Norwich Avenue, Colchester, Connecticut 0641, for the purpose of installing certain energy and water cost saving equipment, described in **Schedule R (Equipment to Be Installed by ESCO)**, and providing other services designed to save energy for the Institution's property and buildings, known as The Town of Colchester, located at Bacon Academy, Colchester Elementary, Cragin Library, Fire Department Company #1, Fire Department Company #2, Fleet Town Garage, Fleet Wash Bay, Jack Jackter Intermediate, Parks and Recreation Maintenance Garage Concession, Town Hall, Water Department – Cabin Road, Water Department – Taintor Hill, and Youth Center.

RECITALS

WHEREAS, Institution owns and operates the Project Site(s), and is in need of energy and water cost saving equipment and services designed to save energy and associated energy costs at said Project Sites; and

WHEREAS, Institution has been authorized by vote of _____ dated _____ to enter into a third party financing agreement for all professional services, equipment and construction for the purchase and installation of energy and water cost savings measures, collectively referred to as the "Work" (as herein after defined); and

WHEREAS, ESCO has developed expertise or become knowledgeable about certain procedures for controlling and conserving energy and water consumption through services provided and equipment installed and maintained at project sites similar in scope and scale of Institution; and

WHEREAS, ESCO was selected after a determination that its proposal was the most advantageous to Institution pursuant to a Request for Proposal and Contract for the Investment Grade Audit and Project Development Proposal (as hereinafter defined); and

WHEREAS, ESCO has made an assessment of the utility consumption characteristics of the Project Site(s) and existing equipment described in **Schedule Q (Description of Project Site(s))**, which was delivered to Institution as a Investment Grade Audit Report which Institution has approved and is attached as **Appendix D: Investment Grade Audit Report**; and

WHEREAS, Institution desires to retain ESCO to purchase, install and service certain energy and water cost savings equipment and to provide other services and strategies described in the attached Schedules, for the purpose of achieving energy and water cost reductions within Project Site(s), as more fully described herein; and

WHEREAS, Institution is authorized under the Constitution and the laws of the State of Connecticut to enter into this Contract for the purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Institution and ESCO hereto covenant and agree that the following Schedules, Exhibits and Appendices are attached hereto (or will be, as provided in this Contract) and are made a part of this Contract by reference.

ARTICLE 1. DEFINITIONS, SCHEDULES, EXHIBITS AND APPENDICES

Section 1.1. Definitions.

Certificate of Acceptance: The certificate substantially in the form provided in **Exhibit III**.

Commencement Date: The date described in **Section 2.2 (Commencement Date)**.

Contract: This Energy Savings Performance Contract and all Schedules and Exhibits attached hereto.

Contract Sum: The sum of all materials, labor, performance of the investment grade audit design, engineering, project construction management fees, overhead, profit, contingency, subcontracted services related to the project and warranty related costs and expenses. The Contract Sum does not include the performance of on-going measurement and verification or maintenance services.

Energy and Cost Savings Guarantee: The guaranteed savings that is achieved as a result of the installation and operation of the equipment and provision of services provided for in this Contract as specified in **Schedule A (Savings Guarantee)** and in accordance with the Savings Calculation Formula as set forth in **Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements)**.

Energy and Water Cost Savings: The savings as provided in **Schedule A (Savings Guarantee)**.

Equipment: The goods to be installed by ESCO in accordance with and as enumerated on **Schedule R (Equipment to be Installed by ESCO)** that is attached hereto and incorporated herein by reference and as **amended or modified by written agreement of the parties**.

Event of Default: Those events described in **Section 20 (Events of Default)** hereof.

Interim Period: The period from Contract execution until the Commencement Date.

Investment Grade Audit: A study by the qualified energy services provider selected for a particular Energy Savings Performance Contract project which includes detailed descriptions of the improvements recommended for the project, the estimated costs of the improvements and the utility and operations and maintenance cost savings projected to result from the recommended improvements.

Project Site(s): The facilities of the Institution in need of energy and water saving equipment and services designed to reduce consumption and associated costs at said Project Site(s) as identified in Schedule Q (Description of the Project Sites).

Work: Collectively, the equipment, professional services and project construction related to the project as described in **Schedule R (Equipment to be Installed by ESCO)**.

Section 1.2. Investment Grade Audit Report and Project Development Proposal.

Section 1.2: This section records the approval and acceptance by the Institution of the Investment Grade Audit Report which must be completed prior to the execution of this Contract. A Certificate of Acceptance of the audit should be signed by both parties and attached to the Contract (Exhibit III (i)).

ESCO has prepared the complete Investment Grade Audit Report of the Project Site(s) set forth in **Appendix D (Investment Grade Audit Report)** which has been approved and accepted by Institution as set forth in Exhibit III (i) (**Certificate of Acceptance—Investment Grade Audit Report**). The audit includes all measures agreed upon by the parties.

Section 1.3. Schedules, Exhibits and Appendices

ESCO has prepared and Institution has approved and accepted the following Schedules, copies of which are attached hereto and made a part of this Contract by reference.

SCHEDULES

Savings Guarantee

- Schedule A Savings Guarantee
- Schedule B Baseline Energy Consumption; Methodology to Adjust Baseline
- Schedule C Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements
- Schedule D-G Left blank for optional schedules

Payments and Schedule

- Schedule H Final Project Cost & Projected Cash Flow Analysis
- Schedule I Payment Schedule
- Schedule J Compensation to ESCO for Annual Services
- Schedule K Rebates, Incentives and Grants
- Schedule L-P Left blank for optional schedules

Design and Construction Phase

- Schedule Q Description of Project Site(s)
- Schedule R Equipment to be Installed by ESCO (Scope of Work)
- Schedule S Construction and Installation Schedule
- Schedule T Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment

- Schedule U Standards of Comfort
- Schedule V ESCO's Training Responsibilities
- Schedule W Software License Agreement
- Schedule AA2 Water Line by Line
- Schedule AA3 Detailed Points List
- Schedule AA4 Controls Riser Diagram

Post-Construction

- Schedule BB ESCO's Maintenance Responsibilities
- Schedule CC Institution's Maintenance Responsibilities
- Schedule DD Facility Maintenance Checklist
- Schedules EE – II Left blank for optional schedules

Administration

- Schedule JJ Alternative Dispute Resolution Procedures
- Schedule KK – OO Left blank for optional schedules

Optional Schedules

- Pre-Existing Service Contracts
- Energy Savings Projections
- Facility Changes Checklist
- Current and Known Capital Projects at Facility

EXHIBITS

- Exhibit I Performance Bond
- Exhibit II Labor and Material Payment Bond *if required*
- Exhibit III (i) Certificate of Acceptance—Investment Grade Audit Report
- Exhibit III (ii) Certificate of Acceptance—Installed Equipment
- Exhibit IV Equipment Warranties

OPTIONAL EXHIBITS

Manifest of Ownership
Minority and Woman-Owned Business Certification
Certification that Financing Term is no Longer than the Aggregated Equipment Lifetime
Notice of Substantial Completion
Notice to Proceed with Construction Phase
Record of Reviews by Institution

APPENDICES

Appendix A RFP for ESCO Solicitation (Pre-qualification Phase; Final Selection Phase)
Appendix B ESCO Proposal (Pre-qualification Phase; Final Selection Phase)
Appendix C Investment Grade Audit and Project Development Contract
Appendix D Investment Grade Audit Report

Section 1.4. Other Documents

Section 1.4: This Contract incorporates herein and makes a part hereof the entire RFP and ESCO Proposal for this Project labeled Appendix A and B respectively. Acceptance by the Institution of the Investment Grade Audit Report is reflected in Exhibit III (i). Notwithstanding, the provisions of this Contract and the attached Schedules shall govern in the event of any inconsistencies between the Investment Grade Audit Report and the provisions of this Contract. Any Work or services contemplated by the RFP, ESCO'S Proposal or the Investment Grade Energy Audit Report but not addressed in Schedules A, C, R, V or BB is not required to be performed under this Contract.

PAYMENTS AND SCHEDULES

**ARTICLE 2. PURCHASE AND SALE; COMMENCEMENT DATE AND TERMS;
INTERIM PERIOD**

Section 2.1. Purchase and Sale

Institution agrees to lease equipment through a third party financier, of its choice, as provided for in a separate lease document.

ESCO agrees to provide the equipment, together with installation, maintenance and other services as provided herein, as in **Schedule R, (Equipment to be Installed by ESCO)** based upon the terms and conditions set forth in **Schedule I (Payment Schedule)**.

The agreed to Contract Sum for the Work is **\$3,238,516.00**. Payment terms are described in **Schedule I (Payment Schedule)**. The Contract Sum is based upon laws, codes and regulations in existence as of the date this Contract is executed.

Any changes in or to applicable laws, codes and regulations affecting the cost of the Work shall be the responsibility of Institution and shall entitle ESCO to an equitable adjustment in the Contract Sum and schedule.

ESCO will provide the Work and all related services identified in **Schedule R (Equipment to be Installed by ESCO)** and the services detailed in **Schedule BB (ESCO's Maintenance Responsibilities)** and **Schedule J (Compensation to ESCO for Annual Services)**. ESCO shall supervise and direct the Work and shall be responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Contract. ESCO shall be responsible to pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the Work.

Institution, through a lease purchase agreement facilitated by ESCO, shall arrange for the payment to ESCO of the Contract Sum in accordance with **Schedule I (Payment Schedule)**. Institution's third party financier shall deposit the financing proceeds into an escrow account. Institution shall direct the escrow agent to release payments to ESCO on a progress basis in accordance with **Schedule I (Payment Schedule)**, for Work completed and authorized by Institution during the Interim Period, and all amounts due hereunder are subject to the non-appropriation provisions of Section 4.1 hereof. Retainage of 5 % of the total Contract Sum will be withheld until the project is accepted by Institution as set forth in

Institution may elect to Contract with ESCO for additional phases of work to be added to the Contract by amendment signed by both parties.

Section 2.2. Commencement Date

The Commencement Date shall be the first day of the month after the month in which all of the work has been completed and accepted by Institution and ESCO shall have delivered a Notice to Institution that it has installed and commenced operating all of the equipment specified in **Schedule R (Equipment to be Installed by ESCO)** and in accordance with the provisions of **ARTICLE 8 (Construction Schedule and Equipment Installation; Approval)**, **Schedule S (Construction and Installation Schedule)** and **Schedule T (Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment)**; and Institution has inspected and accepted said installation and operation as evidenced by the Certificate of Acceptance as set forth in **Exhibit III (ii) (Certificate of Acceptance - Installed Equipment)**.

Notwithstanding anything to the contrary in this **Article 2 and Article 3 (Purchase and Sale; Commencement Date and Terms; Interim Period)**, the Commencement Date shall not occur and the Institution shall not be required to accept the work under this Contract unless and until all equipment installation for the Project Site(s) is completed by ESCO in accordance with the terms and conditions of this Contract, including the Institution's receipt of ESCO's Project Close Out Documents (defined below). Institution shall have fifteen (15) days after notification by the ESCO to inspect and accept the equipment and review the Project Close-Out Documents.

In the event Institution does not identify in writing to ESCO deficiencies in the Project Close Out Documents within 15 days after receipt, Institution will be deemed to have approved the Project Close Out Documents. Institution reserves the right to reject the Equipment if installation fails to meet reasonable standards of workmanship, does not comply with applicable building codes, or is otherwise not in compliance with this Contract. ESCO shall not be paid in full, including retainage, until after the punch list is completed and ESCO has satisfied any and all claims for labor and materials and the Certificate of Acceptance has been signed. The Certificate of Acceptance will not be unreasonably withheld by the Institution.

The Project Close Out Documents submitted by ESCO shall include the following, as applicable:

- Operations and Maintenance Manuals
- .1 Manufacturer's operation and maintenance requirements
- .2 Equipment Submittals and Product Data
- .3 Manufacturer's warranties
- .4 Commissioning and start-up report and documentation

Compensation payments due to ESCO for on-going services and maintenance under this Contract as set forth in **Schedule J (Compensation to ESCO for Annual Services)** shall begin no earlier than the Commencement Date as defined herein.

ESCO shall commence work on the project within 45 days after execution of this Agreement by the parties, provided the Institution has obtained the required financing described in Section 2.1.

Section 2.3. Term of Contract; Interim Period

Subject to the following sentence, the term of this Contract shall be 12 years measured beginning with the commencement date. Nonetheless, the Contract shall be effective and binding upon the parties immediately upon its execution, and the period from Contract execution until the commencement date shall be known as the "Interim Period." Credit for all energy savings achieved during the interim period will be fully credited to the Institution. Savings during the interim period shall not be used to satisfy saving guarantees in future years of the Contract.

ARTICLE 3. SAVINGS GUARANTEE; ANNUAL RECONCILIATION; PAYMENTS TO ESCO

Section 3.1. Energy and Cost Savings Guarantee

Section 3.1: ESCO has formulated and, subject to the adjustments provided for in **ARTICLE 15 (Material Changes)**, has guaranteed the annual level of energy and water cost savings to be achieved as a result of the installation and operation of the equipment and provision of services provided for in this Contract in accordance with the methods of savings measurement and verification as set forth in **Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements)**. The Energy and Cost Savings Guarantee is set forth in annual increments for the term of the Contract as specified in **Schedule A (Savings Guarantee)** and has been structured by the ESCO to be sufficient to cover any and all annual payments required to be made by the Institution as set

forth in **Schedule J (Compensation to ESCO for Annual Services)** and **Schedule I (Payment Schedule)**.

Section 3.2. Annual Review and Reimbursement/Reconciliation

Energy related cost savings shall be measured and/or calculated as specified in **Schedule C (Savings Measurement and Verification Plan; Post Retrofit M&V Plan; Annual M&V Reporting)** and **Schedule B (Baseline Energy Consumption; Methodology to Adjust Baseline)** and report provided within ninety (90) days of the end of the year for the previous year for each anniversary of the Commencement Date.

In the event the Energy and Cost Savings achieved during such guarantee year are less than the Guaranteed Energy and Cost Savings as defined in **Schedule A (Savings Guarantee)**, ESCO shall have the right to provide further investment and measures to increase savings achieved, at ESCO's own cost. The ESCO shall pay the Institution an amount equal to the deficiency for the current year.

The ESCO shall remit such payments to the Institution, in such form as agreed to by the parties, within 45 days of written notice by the Institution of such monies due. When the total energy savings in any one year during the guarantee period exceed the Energy and Cost Savings Guarantee as set forth in **Schedule A (Savings Guarantee)**, such excess savings shall be retained by the Institution. In no event shall credit for excess savings be used to satisfy saving guarantees in future years of the Contract, or to make up shortfalls from previous years.

Section 3.3. ESCO Compensation and Fees

ESCO has structured the Energy and Cost Savings Guarantee referred to in 3.1 above to be sufficient to include any and all annual payments required to be made by the Institution in connection with financing/purchasing the Equipment to be installed by ESCO under this Contract. Actual energy and operations savings achieved by ESCO through the operation of equipment and performance of services by ESCO shall be sufficient to cover any and all annual fees to be paid by Institution to ESCO for the provision of services as set forth and in accordance with the provisions of **Schedules J (Compensation to ESCO)**.

Section 3.4. Billing Information Procedure

By the 15th day after receipt, Institution shall provide ESCO with copies of all energy bills for the Project Site(s) which it shall have received for the preceding month. ESCO shall calculate the savings in accordance with the agreed-upon calculation formulae in **Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements)**.

Section 3.5. Payment

Institution shall pay ESCO within 30 days of receipt of ESCO's invoice.

Section 3.6. Effective Date of Payment Obligation

Notwithstanding the above provisions in Section 3, Institution shall not be required to begin any payments to ESCO for maintenance services or measurement and verification services under this Contract unless and until all equipment installation is completed by ESCO in accordance with the provisions of **Article 8 (Construction and Equipment Installation; Approval)** and **Schedule T (Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment)**, and accepted by Institution as evidenced by the signed Certificate of Acceptance as set forth in **Exhibit III (ii) (Certificate of**

Acceptance—Installed Equipment), and unless and until said equipment is fully and properly functioning.

Section 3.7. Open Book Pricing

An Open book pricing review prior to contract signature will be required, such that the Contractor will fully disclose all costs of materials and labor purchased and subcontracted by the ESCO and a list of hourly rates and position descriptions for labor or services provided by the ESCO. Prior to Contract execution, costs will be evaluated through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices. The pricing methodology and individual cost markups disclosed during preliminary contract negotiations will be applied during the open book pricing review, providing the scope and size of the project remain the same as assumed when markups were disclosed. The parties agree that this shall be a firm fixed price contract. The open book pricing review will be the basis of agreement on the firm fixed price. ESCO shall be responsible for completing the Work as specified in Schedule R for the firm fixed price. After Contract signature the ESCO will, upon request, provide copies of our subcontract agreements.

Project contingencies, if any, shall be specifically identified in Table A below. Typically, Project Contingencies cover specific work items that cannot be accurately defined until the construction commences; such as replacing a failed damper actuator when that system is captured by a new Energy Management System (EMS). Specifically, a project contingency fund will be set aside in an escrow account that will be controlled by the Institution. Funds can be withdrawn from this account at the Institution's discretion. The Institution -controlled contingencies provide the added flexibility and control with respect to added scope of work or to remedy unforeseen conditions. If the costs for additional work exceed of the value of the Project Contingencies, then those costs will be borne by the Institution. Project contingencies that are not used at the end of the Contract will become unearned and unpaid funding that the Institution shall retain.

Table A

Name of Contingency	Amount	Notes
Escrow Contingency	\$127,048.00	This is carried in the proforma cash flow additive of the project price

Institution shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract or agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of the ESCO, including, but not limited to those kept by the ESCO, its employees, agents, assigns, successors and subcontractors.

Contractor will maintain its records based on Generally Accepted Accounting Principles. The ESCO shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract or agreement and for at least 3 years following the completion of this Contract, guarantee period, or agreement, including any and all renewals thereof.

The books and records, together with the supporting or underlying documents and materials shall be made available, upon reasonable request, to through its employees, agents, representatives, contractors or other designees, during normal business hours at the ESCO's office or place of business. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location at, location, which is convenient for ESCO. Any audit and inspection rights are limited to the right to inspect documents directly related to ESCO's compliance with the terms and conditions of the Contract.

ARTICLE 4. FISCAL FUNDING

Section 4.1. Non-appropriation of Funds

In the event the Institution has not appropriated funds for payments due hereunder for any fiscal period, then the Institution will, not less than 30 days prior to the start of such fiscal period, in writing, notify the ESCO of such non-appropriation, and this Contract shall terminate on the last day of the fiscal period for which such appropriations were made, without penalty or expense of any kind whatsoever to the Institution. Payments due hereunder for which funds have been appropriated shall be due to the ESCO.

Non-appropriation of funds for payments due hereunder from the Institution shall not be an Event of Default pursuant to Section 20.1 hereof.

Section 4.2. Non-substitution

In the event of a termination of this Contract due to the non-appropriation of funds or in the event this Contract is terminated by ESCO due to a default by the Institution, the Institution agrees, to the extent permitted by state law, not to purchase, lease, rent, borrow, seek appropriations for, acquire or otherwise receive the benefits of any of the same and unique services performed by ESCO under the terms of this Contract for a period of three-hundred sixty five (365) calendar days following such default by Institution, or termination of this Contract due to non-appropriations.

AUDIT AND CONSTRUCTION PHASE

ARTICLE 5. ENERGY USAGE RECORDS AND DATA

Institution has furnished and shall continue to furnish (or authorize its energy suppliers to furnish) during the Term of this Contract to ESCO or its designee, upon its request, all of its records and complete data concerning energy and water usage and related maintenance for the Project Site(s).

ARTICLE 6. LOCATION AND ACCESS

ESCO acknowledges that there exists sufficient space on the Project Site(s) for the installation and operation of the Equipment. Institution shall take reasonable steps to protect such Equipment from harm, theft and misuse during the term of this Contract. Institution shall provide access to the Project Site(s) for ESCO to perform any function related to this Contract during regular business hours, or such other reasonable hours as may be requested by ESCO and acceptable to the Institution. ESCO shall be granted

immediate access to make emergency repairs or corrections as it may, in its discretion, determine are needed.

The ESCO's access to Project Site(s) to make emergency repairs or corrections as it may determine are needed shall not be unreasonably restricted by the Institution. ESCO shall immediately notify the Institution when emergency action is taken and follow up with written notice with three (3) business days specifying the action taken, the reasons therefore, and the impact upon the Project Site(s), if any.

ARTICLE 7. PERMITS AND APPROVALS; COORDINATION

Section 7.1. Permits and Approvals

Institution shall use its best efforts to assist ESCO in obtaining all necessary construction permits and approvals for installation of the Equipment. In no event shall Institution, however, be responsible for payment of any construction permit fees. The equipment shall at all times conform to all federal, state and local code requirements. ESCO shall furnish copies of each permit or license which is required to perform the work to the Institution before the ESCO commences the portion of the work requiring such permit or license.

Section 7.2. Coordination During Installation

The Institution and ESCO shall coordinate the activities of ESCO's equipment installers with those of the Institution, its employees, and agents. ESCO shall not commit or permit any act which will interfere with the performance of business activities conducted by the Institution or its employees without prior written approval of the Institution.

**ARTICLE 8. CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION;
APPROVAL**

Section 8.1. Construction Schedule; Equipment Installation

Construction and equipment installation shall proceed in accordance with the construction schedule approved by Institution and attached as **Schedule S (Construction and Equipment Installation Schedule)**.

Section 8.2. Systems Startup and Equipment Commissioning

The ESCO shall conduct a thorough and systematic performance test of each element of the installed Equipment in accordance with the procedures specified in **Schedule T (Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment)** and prior to acceptance of the project by the Institution as specified in **Exhibit III (i) (Certificate of Acceptance)**. Testing shall be designed to determine if the ESCO installed equipment is functioning in accordance with both its published specifications and the Schedules to this Contract, and to identify deficiencies which are preventing such Equipment from functioning properly within the existing system. The ESCO shall provide notice to the Institution of the scheduled test(s) and the Institution and/or its designees shall have the right to be present at any or all such tests conducted by ESCO and/or manufacturers of the Equipment. The ESCO shall be responsible for correcting and/or adjusting all deficiencies in ESCO-installed systems and Equipment

operations that may be observed during system commissioning procedures as specified in **Schedule T (Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment)**.

The Contractor shall be responsible for correcting and/or adjusting all deficiencies in Equipment operation that may be observed during system testing procedures. ESCO's responsibilities for correcting and/or adjusting deficiencies is limited to the equipment installed by ESCO in accordance with Schedule R. In addition, ESCO shall be responsible to notify the Institution in writing of any deficiencies regarding the functioning of the building systems, subsystems or components that it or its subcontractors discover even if such systems or components were not installed by ESCO.

Prior to Institution acceptance ESCO shall also provide Institution with reasonably satisfactory documentary evidence that the equipment installed is the equipment specified in **Schedule R (Equipment to be Installed by ESCO)**.

ARTICLE 9. EQUIPMENT WARRANTIES

ESCO warrants that all equipment sold and installed as part of this Contract is new, will be materially free from defects in materials or workmanship, will be installed properly in a good and workmanlike manner, and will function properly for a period of one (1) year from the date of the Substantial Completion for the particular energy conservation measure if operated and maintained in accordance with the procedures established per building. Substantial Completion shall be defined as the stage in the progress of the Work where the Work is sufficiently complete in accordance with the Contract Documents so that the Institution can utilize and take beneficial use of the Work for its intended use or purpose. Substantial Completion does not occur until the Equipment or system has been commissioned, accepted, and the "Substantial Completion" form fully executed.

After the warranty period, ESCO shall have no responsibility for performing maintenance, repairs, or making manufacturer warranty claims relating to the Equipment

ESCO further agrees to assign to Institution all available manufacturer's warranties relating to the Equipment and to deliver such written warranties and which shall be attached and set forth as **Exhibit IV (Equipment Warranties)**; during the one year warranty period pursue rights and remedies against the manufacturers under the warranties in the event of Equipment malfunction or improper or defective function, and defects in parts, workmanship and performance. ESCO shall, during the warranty period, notify the Institution whenever defects in Equipment parts or performance occur which give rise to such rights and remedies and those rights and remedies are exercised by ESCO. During this period, the cost of any risk of damage or damage to the Equipment and its performance, including damage to property and equipment of the Institution or the Project Site(s), due to ESCO's failure to exercise its warranty rights shall be borne solely by ESCO.

All warranties, to the extent transferable, shall be transferable and extend to the Institution. The warranties shall specify that only new, not reconditioned, parts may be used and installed when repair is necessitated by malfunction. All extended warranties shall be addressed as the property of the owner and appropriately documented and titled.

Notwithstanding the above, nothing in this Section shall be construed to alleviate/relieve the ESCO from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Schedules.

The warranties set forth herein are exclusive and ESCO'S sole liability hereunder shall be to repair promptly or replace defective equipment or materials. ESCO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT AND MATERIALS PROVIDED HEREUNDER.

To the extent ESCO is able to secure extended, statutory or implied warranties from its subcontractors or suppliers, ESCO will transfer those warranties to the Institution.

ESCO SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

ARTICLE 10. STANDARDS OF COMFORT

During the term of this Contract, ESCO and Institution will maintain, according to **Schedule BB (ESCO's Maintenance Responsibilities)** and **Schedule CC (Institution's Maintenance Responsibilities)**, and operate the equipment in a manner that will provide the standards of comfort and levels of operation as described in **Schedule U (Standards of Comfort)**.

ARTICLE 11: ENVIRONMENTAL REQUIREMENTS

Section 11.1. Excluded Material and Activities

Institution recognizes that in connection with the installation and/or service or maintenance of Equipment at Institution's Project Site(s), ESCO may encounter, but is not responsible for, any work relating to (i) asbestos, materials containing asbestos, or the existence, use, detection, removal, containment or treatment thereof, (ii) fungus (any type of form of fungi, including mold or mildew, and myotoxins, spores, scents or by-products produced or released by fungi), (iii) incomplete or damaged work or systems or code violations that may be discovered during or prior to the work of this agreement, or (iv) pollutants, hazardous wastes, hazardous materials, contaminants other than those described in this Section below ((i) through (iv) referred to collectively as "Hazardous Materials"), or the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment thereof, provided the materials and activities listed in the foregoing sentence (hereafter referred to as "Excluded Materials and Activities") are not the caused by ESCO's negligence with respect to materials brought on site by ESCO or the result of ESCO disturbing areas the Institution has identified to ESCO in writing as containing hazardous materials prior to commencement of the Work in the area. Institution agrees that if performance of work involves any Excluded Materials and Activities, Institution will perform or arrange for the performance of such work and shall bear the sole risk and responsibility therefore. In the event ESCO discovers Hazardous or Excluded Materials, ESCO shall immediately cease work, remove all ESCO personnel or subcontractors from the site, and notify the Institution. The Institution shall be responsible to handle such Materials at its expense. ESCO shall undertake no further work in the affected area of the Project Site(s) except as authorized by the Institution in writing. Notwithstanding anything in this Contract to the contrary, any such event of discovery or remediation by the Institution shall not constitute a default by the Institution. In the event of such stoppage of work by ESCO, the Time for

Completion of Work will be automatically extended by the amount of time of the work stoppage and any additional costs incurred by ESCO as a result will be added by Change Order.

ESCO is not responsible for determining whether the Work or the temperature, humidity and ventilation settings used by Institution, are appropriate for Institution and the Project Site with respect to avoiding or minimizing the potential for accumulation, concentration, growth or dispersion of Hazardous Materials. ESCO shall notify Institution if its temperature, humidity and ventilation settings or standards of comfort are not consistent with industry practice or manufacture recommendations.

Institution has not retained ESCO to discover, inspect, investigate, identify, prevent or remediate Hazardous Materials or conditions caused by Hazardous Materials.

ESCO SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OR COSTS THAT RESULT FROM THE EXISTENCE OF HAZARDOUS MATERIALS AT Institution's PREMISES, except to the extent that such claims or damages involving hazardous materials are caused by ESCO's negligent acts with respect to hazardous materials which were identified by the Institution to ESCO prior to commencement of the work.

ESCO shall be responsible for any hazardous or other materials, including, without limitation, those listed in this section that it may bring to the Project Site(s).

Section 11.2. Polychlorinated Biphenyl (PCB) Ballasts; Mercury Lamps

ESCO or its subcontractor will enter into an agreement with an approved PCB ballast disposal company that will provide an informational packet, packing receptacles and instructions, labels and shipping materials, transportation, and recycling or incineration services for PCB ballasts. All capacitors and asphalt potting compound materials removed from Institution's PCB ballasts will be incinerated in a federally approved facility. After proper disposal, a Certificate of Destruction will be provided by the approved facility to Institution. ESCO's responsibility shall be for the proper and legal management of any of Institution's PCB ballasts removed as a result of the installation of the equipment and shall be limited only until said PCB ballasts are loaded onto an approved PCB ballast disposal ESCO's vehicle for transportation.

ESCO will enter into an agreement with an approved lamp disposal company who will provide approved containers, materials required to label, transportation, recycling or incineration in accordance with EPA requirements, and a copy of the manifest.

Institution agrees to sign manifests of ownership for all PCB ballasts and mercury lamps removed from the Project Site(s).

ARTICLE 12. TRAINING BY ESCO

The ESCO shall conduct the training program described in **Schedule V (ESCO's Training Responsibilities)** hereto. The training specified in **Schedule V (ESCO's Training Responsibilities)** must be completed prior to acceptance of the equipment installation. Schedule V shall include training with respect to new, updated or altered equipment and building systems including upgraded software.

Such training shall be provided at no additional charge to the Institution and shall be completed prior to acceptance of equipment installation. In the event ESCO installs additional equipment or measures at its

own cost to help mitigate a shortfall in savings, ESCO shall provide training on the new equipment at no cost to Institution.

POST-CONSTRUCTION PHASE

ARTICLE 13. EQUIPMENT SERVICE

Section 13.1. Actions by ESCO

ESCO shall, during the first year, provide all warranty repairs and adjustments for all equipment installed under the terms of this Agreement and pursue rights and remedies against the manufacturers under the warranties in accordance with Article 9.

Section 13.2. Malfunctions and Emergencies

Institution shall use its best efforts to notify the ESCO or its designated subcontractors within 24 hours after the Institution's actual knowledge and occurrence of: (i) any malfunction in the operation of the equipment or any preexisting energy related equipment that might materially impact upon the guaranteed energy savings, (ii) any interruption or alteration to the energy supply to the Project Site(s), or (iii) any alteration or modification in any energy-related equipment or its operation.

Where Institution exercises due diligence in attempting to assess the existence of a malfunction, interruption, or alteration it shall be deemed not at fault in failing to correctly identify such conditions as having a material impact upon the guaranteed energy savings. Institution shall notify ESCO within twenty-four (24) hours upon its having actual knowledge of any emergency condition affecting the equipment. During the one year ESCO warranty, ESCO shall respond or cause its designee(s) shall respond within 24 hours and shall promptly proceed with corrective measures. Any telephonic notice of such conditions by Institution shall be followed within three business days by written notice to ESCO from Institution. If Institution unreasonably delays in so notifying ESCO of a malfunction or emergency, and the malfunction or emergency is not otherwise corrected or remedied, ESCO may charge Institution for its loss, due to the delay, associated with the guaranteed savings under this Contract for the particular time period and shall provide documentation for the proposed charge in the annual reconciliation report for Institution's review and approval.

The ESCO will provide a written record of all service work performed during the one year ESCO warranty. This record will indicate the reason for the service, description of the problem and the corrective action performed.

Section 13.3. Actions by Institution

Institution shall not move, remove, modify, alter, or change in any way the equipment or any part thereof without the prior written approval of ESCO except as set forth in **Schedule CC (Institution's Maintenance Responsibilities)**. Notwithstanding the foregoing, Institution may take reasonable steps to protect the equipment if, due to an emergency, it is not possible or reasonable to notify ESCO before taking any such actions.

In the event of such an emergency, Institution shall take reasonable steps to protect the equipment from damage or injury and shall follow instructions for emergency action provided in advance by ESCO. Institution agrees to maintain the Project Site(s) in good repair and to protect and preserve all portions thereof which may in any way affect the operation or maintenance of the equipment.

ARTICLE 14. MODIFICATION, UPGRADE OR ALTERATION OF THE EQUIPMENT

Section 14.1. Modification of Equipment

During the Term of this Contract, Institution will not, without the prior written consent of ESCO, affix or install any accessory equipment or device on any of the equipment if such addition will change or impair the originally intended functions, value or use of the equipment without ESCO's prior written approval, which shall not be unreasonably withheld.

Section 14.2. Upgrade or Alteration of Equipment

ESCO shall at all times have the right, subject to Institution's prior written approval, which approval shall not be unreasonably withheld, to change the equipment, revise any procedures for the operation of the equipment or implement other energy saving actions in the Project Site(s), provided that: (i) the ESCO complies with the standards of comfort and services set forth in **Schedule U (Standards of Comfort)** herein; (ii) such modifications or additions to, or replacement of the equipment, and any operational changes, or new procedures are necessary to enable the ESCO to achieve the guaranteed energy and cost savings at the Project Site(s) and; (iii) any cost incurred relative to such modifications, additions or replacement of the equipment, or operational changes or new procedures shall be the responsibility of the ESCO.

All modifications, additions or replacements of the equipment or revisions to operating or other procedures shall be described in a supplemental Schedule(s) to be provided to the Institution for approval, which shall not be unreasonably withheld, provided that any replacement of the equipment shall, unless otherwise agreed, be new and have equal or better potential to reduce energy consumption at the Project Site(s) than the equipment being replaced. The ESCO shall have the right to update any and all software to be used in connection with the equipment in accordance with the provisions of **Section 17.1 (Ownership of Certain Proprietary Rights)** and **Schedule BB (ESCO's Maintenance Responsibilities)**. All replacements of and alterations or additions to the equipment shall become part the equipment described in **Schedule R (Equipment to be Installed by ESCO)** and shall be covered by the provisions and terms of **Article 8 (Construction Schedule and Equipment Installation; Approval)**.

ARTICLE 15. MATERIAL CHANGES

Section 15.1. Material Change Defined

A Material Change shall include any change in or to the Project Site(s), whether structural, operational or otherwise in nature which reasonably could be expected, to increase or decrease annual energy consumption in accordance with the provisions and procedures set forth in **Schedule B (Baseline Energy Consumption; Methodology to Adjust Baseline)** and **Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Report Requirements)** by at least 5 % of the Guaranteed Energy Savings per utility meter or submeter after adjustments for climatic variations.

Actions by the Institution which may result in a Material Change include but are not limited to the following:

- (1) manner of use of the Premises by Client;
- (2) hours of operation of any equipment or facilities or energy systems contained in the Premises;
- (3) occupancy of the Premises;
- (4) structure of the Premises;
- (5) types of equipment used in the Premises; or
- (6) conditions affecting energy use in the Premises.

Section 15.2. Reported Material Changes; Notice by Institution

The Institution shall use its best efforts to deliver to the ESCO a written notice describing all actual or proposed Material Changes in the Project Site(s) or in the operations of the Project Site(s) at least 7_ days before any actual or proposed Material Change is implemented or as soon as is practicable after an emergency or other unplanned event. Notice to the ESCO of Material Changes which result because of a bona fide emergency or other situation which precludes advance notification shall be deemed sufficient if given by the Institution within 48 hours after having actual knowledge that the event constituting the Material Change occurred or was discovered by the Institution to have occurred.

Section 15.3. Other Adjustments

As agreed in **Section 15.1** Institution will alert ESCO of materials changes as known. Both parties have a vested interest in meeting the guaranteed savings of the Contract. As such, the ESCO will work with Institution to investigate, identify and correct any changes that prevent the guaranteed savings from being realized. As a result of such investigation, ESCO and Institution shall determine what, if any, adjustments to the baseline will be made in accordance with the provisions set forth in **Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Report Requirements)** and **Schedule B (Baseline Energy Consumption; Methodology to Adjust Baseline)**. Any disputes between the Institution and the ESCO concerning any such adjustment shall be resolved in accordance with the provisions of **Schedule JJ (Alternative Dispute Resolution Procedures)** hereto.

ARTICLE 16. PERFORMANCE BY ESCO

Section 16.1. Corrective Action; Accuracy of the Services

ESCO shall perform all tasks/phases under the Contract, including construction, and install the equipment in such a manner so as not to harm the structural integrity of the buildings or their operating systems and so as to conform to the standards set forth in **Schedule U (Standards of Comfort)** and the construction schedule specified in **Schedule S (Construction and Installation Schedule)**. ESCO shall repair and restore to its original condition any area of damage caused by ESCO's negligent performance under this Contract.

The Institution reserves the right to review the work performed by ESCO and to direct ESCO to take certain corrective action if, in the reasonable opinion of the Institution, the structural integrity of the

Project Site(s) or its operating system is or will be harmed. All costs associated with such corrective action to damage caused by ESCO's negligent performance of the work shall be borne by ESCO.

ESCO shall remain responsible for the professional and technical accuracy of all services performed, whether by the ESCO or its subcontractors or others on its behalf, throughout the term of this Contract.

Section 16.2. Annual Reporting Requirements; Annual ENERGY STAR Rating

At the end of each year during the guarantee period as specified in **Schedule A (Savings Guarantee)** and no later than ninety (90) days thereafter, the ESCO shall complete and submit the data required in **Schedule C (C.4 Annual M&V Reporting Requirements)** . The ESCO shall provide an ENERGY STAR rating for each eligible facility for each year of the guarantee period if applicable.

ADMINISTRATION

ARTICLE 17. OWNERSHIP OF CERTAIN PROPRIETARY RIGHTS; EXISTING EQUIPMENT

Section 17.1. Ownership of Certain Proprietary Property Rights

Institution shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Equipment. The ESCO shall grant to the Institution a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for the Institution to continue to operate, maintain, and repair the equipment in a manner that will yield guaranteed utility consumption reductions for the specified contract term. ESCO shall not be liable for providing new versions of software or other enhancements if or unless such new versions or enhancements are necessary to achieve the guaranteed utility consumption reductions.

Section 17.2. Ownership of Existing Equipment

Ownership of the equipment and materials presently existing at the Project Site(s) at the time of execution of this Contract shall remain the property of the Institution even if it is replaced or its operation made unnecessary by work performed by ESCO pursuant to this Contract. Schedule R Equipment to be Installed indicates which equipment and materials are to be replaced at the Project Site(s) and the Institution shall within 5_days after kick-off meeting designate in writing to the ESCO which equipment and materials that should not be disposed of off-site by the ESCO. It is understood and agreed to by both Parties that the Institution shall be responsible for and designate the location and storage for any equipment and materials that should not be disposed of off-site. Subject to Section 11.1, the ESCO shall be responsible for the disposal of all equipment and materials designated by the Institution as disposable off-site in accordance with all applicable laws and regulations regarding such disposal.

ARTICLE 18. PROPERTY/CASUALTY/INSURANCE; INDEMNIFICATION

Section 18.1 Insurances. At all times during the term of this Contract, ESCO shall maintain in full force and effect, at its expense: (1) Workmen's Compensation Insurance sufficient to cover all of the employees of (ESCO) working to fulfill this Contract, and (2) Casualty and Liability Insurance on the

Equipment and Liability Insurance for its employees and the possession, operation, and service of the equipment. The limits of such insurance shall be not less than \$1,000,000.00 for injury to or death of one person in a single occurrence and \$5,000,000 for injury to or death of more than one person in a single occurrence and \$5,000,000.00 for a single occurrence of property damage. Such policies shall name the Institution as an additional insured. ESCO shall require all subcontractors carry similar insurance as required of ESCO and shall require that all subcontractors name Institution as additional insured.

Prior to commencement of work under this Contract, ESCO will be required to provide Institution with current certificates of insurance specified above. ESCO shall not cancel the coverages afforded under the policies until at least thirty (30) days' prior written notice has been given to Institution by ESCO.

Section 18.2. Damages to Equipment or Property: ESCO shall be responsible for (i) any damage to the equipment or other property on the Project Site(s) and (ii) any personal injury to the extent such damage or injury is caused by ESCO's negligent performance under this Contract. Risk of loss for all equipment and materials provided by ESCO hereunder shall transfer to Institution upon delivery to Institution's Facilities from ESCO or its Subcontractor, unless such loss is caused by the actions of ESCO or its agents or subcontractors.

Section 18.3. Indemnification: ESCO shall save and hold harmless Institution and its officers, agents and employees or any of them from any and all claims, demands, actions or liability of any nature to the extent caused by the negligence of ESCO, its agents or employees or subcontractors under this Contract.

Section 18.4. Liabilities: Neither party shall be liable for any special, incidental, indirect, punitive or consequential damages, arising out of or in connection with this Contract. Further, the liability of either party under this Contract shall not exceed the Contract Sum in the aggregate.

ARTICLE 19. CONDITIONS BEYOND CONTROL OF THE PARTIES

If a party ("performing party") shall be unable to reasonably perform any of its obligations under this Contract due to acts of God, insurrections or riots, or similar events, this Contract shall at the other party's option (i) remain in effect but said performing party's obligations shall be suspended until the said events shall have ended; or, (ii) be terminated upon ten (10) days notice to the performing party, in which event neither party shall have any further liability to the other.

ARTICLE 20. EVENTS OF DEFAULT

Section 20.1. Events of Default by Institution

Each of the following events or conditions shall constitute an "Event of Default" by Institution:

- (i) any failure by Institution to pay ESCO any sum due for a period of more than thirty (30) days after written notification by ESCO that Institution is delinquent in making payment and provided that ESCO is not in default in its performance under the terms of this Contract; or
- (ii) any other material failure by Institution to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, provided that such failure continues for 30 days after notice to Institution demanding that such failures to perform be cured or if such cure cannot be effected in thirty (30) days, Institution shall be deemed to have cured

default upon the commencement of a cure within thirty (30) days and diligent subsequent completion thereof;

- (iii) any representation or warranty furnished by Institution in this contract which was false or misleading in any material respect when made.

Section 20.2. Events of Default by ESCO

Each of the following events or conditions shall constitute an "Event of Default" by ESCO:

- (iv) the standards of comfort and service set forth in **Schedule U (Standards of Comfort)** are not provided due to failure of ESCO to properly design, install, repair or adjust the equipment except that such failure, if corrected or cured within thirty (30) days after written notice by Institution to ESCO demanding that such failure be cured, shall be deemed cured for purposes of this contract.
- (v) any representation or warranty furnished by ESCO in this contract is false or misleading in any material respect when made;
- (vi) failure to furnish and install the equipment and make it ready for use within the time specified by this contract as set forth in **Schedule R (Equipment to be Installed by ESCO)** and **Schedule S (Construction and Installation Schedule)** taking into account any extensions of time allowed by the terms of this contract including unforeseen delays;
- (vii) provided that the operation of the facility is not adversely affected and provided that the standards of comfort in **Schedule U (Standards of Comfort)** are maintained, any failure by ESCO to perform or comply with the terms and conditions of this contract, including breach of any covenant contained herein except that such failure, if corrected or cured within 30 days after written notice by the Institution to ESCO demanding that such failure to perform be cured, or if such cure cannot be effected in thirty (30) days, ESCO shall be deemed to have cured default upon the commencement of a cure within thirty (30) days and diligent subsequent completion thereof within sixty (60) days;
- (viii) any lien or encumbrance upon the equipment by any subcontractor, laborer or material of ESCO which is not released or addressed by a bond provided by ESCO within thirty (30) days of written notice to ESCO;
- (ix) the filing of a bankruptcy petition whether by ESCO or its creditors against ESCO which proceeding shall not have been dismissed within thirty (30) days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of ESCO.
- (x) Material failure by the ESCO to pay any amount due the Institution or perform any obligation under the terms of this Contract or the Energy and Cost Savings Guarantee as set forth in **Schedule A (Savings Guarantee)** provided that such failure continues for thirty (30) days after written notice to ESCO demanding that such failures to perform be cured or if such cure cannot be effected in thirty (30) days, ESCO shall be deemed to have cured default upon the commencement of a cure within thirty (30) days and diligent subsequent completion within sixty (60) days.

ARTICLE 21. REMEDIES UPON DEFAULT

Section 21.1. Remedies upon Default by Institution

If an Event of Default by Institution occurs, ESCO may, without a waiver of other remedies which exist in law or equity, elect one of the following remedies:

- (i) exercise all remedies available at law or in equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by Institution, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy, including attorney's fees;

Section 21.2. Remedies Upon Default by ESCO

In the Event of Default by ESCO, Institution shall have the choice of either one of the following remedies in law or equity:

- (i) exercise and any all remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages, which shall include all costs and expenses reasonably incurred, including attorney's fees;

ARTICLE 22. ASSIGNMENT

The ESCO acknowledges that the Institution is induced to enter into this Contract by, among other things, the professional qualifications of the ESCO. The ESCO agrees that neither this Contract nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of the Institution.

Section 22.1. Assignment by ESCO

The ESCO may, with prior written approval of the Institution, which consent shall not be unreasonably withheld, delegate its duties and performance under this Contract, and/or utilize subcontractors, provided that any assignee(s), delegee(s), or subcontractors shall fully comply with the terms of this Contract. Notwithstanding the provisions of this paragraph, the ESCO shall remain jointly and severally liable with its assignees(s), or transferee(s) to the Institution for all of its obligations under this Contract.

Section 22.2. Assignment by Institution

Institution may, with prior written approval of the ESCO, which consent shall not be unreasonably withheld, transfer or assign this Contract and its rights and obligations herein to a successor or purchaser of the Buildings or an interest therein provided that any transferee(s) or assignee(s) shall fully comply with the terms of this Contract. Notwithstanding the provisions of this paragraph, the Institution shall remain jointly and severally liable with its assignees or transferees to the ESCO for all of its obligations under this Contract.

ARTICLE 23. REPRESENTATIONS AND WARRANTIES

Each party warrants and represents to the other that:

- (i) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- (ii) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;
- (iii) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or
- (iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

ARTICLE 24. ADDITIONAL REPRESENTATIONS OF THE PARTIES

Institution hereby warrants, represents and promises that:

- (i) it has provided or shall provide timely to ESCO, all records relating to energy usage and energy-related maintenance of Project Site(s) requested by ESCO and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this contract will be true and accurate in all material respects; and
- (ii) it has not entered into any leases, contracts or Contracts with other persons or entities regarding the leasing of energy efficiency equipment or the provision of energy management services for the Project Site(s) or with regard to servicing any of the energy related equipment located in the Project Site(s). Institution shall provide ESCO with copies of any successor or additional leases of energy efficiency equipment and contracts for management or servicing of preexisting equipment at Project Site(s) which may be executed from time to time hereafter within 30 days after execution thereof.

ESCO hereby warrants, represents and promises that:

- (i) before commencing performance of this Contract:
 - (a) it shall have become licensed or otherwise permitted to do business in the State of Connecticut
 - (b) it shall have provided proof and documentation of required insurance and bonds pursuant to this Contract;
- (ii) it shall make available, upon reasonable request and in accordance with the terms of this Contract, all documents relating to its performance under this Contract, including all Contracts and subcontracts entered into;
- (iii) it shall use qualified subcontractors who are qualified, licensed and bonded in this state to perform the work so subcontracted pursuant to the terms hereof;
- (iv) The equipment will meet or exceed the provisions set forth in **Section 8.2 (Systems Start Up and Equipment Commissioning)** and in **Schedule T**

(Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment).

- (v) The equipment is or will be compatible with all other Project Site(s) mechanical and electrical systems, subsystems, or components with which the equipment interacts, and that, as installed, neither the equipment nor such other systems, subsystems, or components will materially adversely affect each other as a direct or indirect result of equipment installation or operation;
- (vi) that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under this Contract.

ARTICLE 25. MICELLANEOUS DOCUMENTATION PROVISIONS

Section 25.1. Waiver of Liens, Construction Performance and Payment Bonds, Labor and Material Payment Bonds

Such executed bonds are incorporated herein by reference as **Exhibit I (Performance Bond)** and **Exhibit II (Labor and Material Payment Bond, if applicable)**.

Section 25.2. Further Documents

The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

Section 25.3 Institution's Responsibilities

(a) Methods of Operation by Institution

The parties acknowledge and agree that said Energy and Cost Savings would not likely be obtained unless certain procedures and methods of operation designed for energy and water conservation shall be implemented, and followed by Institution on a regular and continuous basis.

(b) Institution Maintenance Responsibilities

Institution agrees that it shall adhere to, follow and implement the energy conservation procedures and methods of operation to be set forth on **Schedule CC (Institution's Maintenance Responsibilities)**, to be attached hereto and made a part hereof.

(c) Inspection of Project Site(s)

Institution agrees that ESCO shall have the right once a month, with prior notice, to inspect Project Site(s) to determine if Institution is complying, and shall have complied with its obligations as set forth in **Section 25.3(b)**. For the purpose of determining Institution's said compliance, the checklist to be set forth at **Schedule DD (Facility Maintenance Checklist)** as completed and recorded by ESCO during its monthly inspections, shall be used to measure and record Institution's said compliance. Institution shall make the Project Site(s) available to ESCO for and during each monthly inspection, and shall have the right to witness each inspection and ESCO's recordation on the checklist. Institution may complete its own checklist at the same time. ESCO agrees to not interfere with the Institution operations during any monthly inspection.

Section 25.4. Waiver Of Liens

Prior to commencing work on the facilities, ESCO will obtain and furnish to Institution partial Waiver of Liens from each vendor, subcontractor, material manufacturer and laborer in the supply, installation and servicing of each piece of equipment. At the completion of such work, ESCO shall provide final Waiver of Liens with the invoice for final payment from such vendor, subcontractor, material manufacturer and laborer.

ARTICLE 26: CONFLICTS OF INTEREST

Section 26.1 Conflicts of Interest

Conflicts of interest relating to this Contract are strictly prohibited. Except as otherwise expressly provided herein, neither party hereto nor any director, employee or agent of any party hereto shall give to or receive from any director, employee or agent of any other party hereto any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Contract.

Likewise, neither party hereto nor any director, employee or agent of either party hereto, shall without prior notification thereof to the other party enter into any business relationship with any director, employee or agent of the other party or of any affiliate of the other party, unless such person is acting for and on behalf of the other party or any such affiliate. A party shall promptly notify the other party of any violation of this section and any consideration received as a result of such violation shall be paid over or credited to the party against whom it was charged. Any representative of any party, authorized by that party, may audit the records of the other party related to this Contract, upon reasonable notice and during regular business hours including the expense records of the party's employees involved in this Contract, upon reasonable notice and during regular business hours, for the sole purpose of determining whether there has been compliance with this section.

ARTICLE 27. COMPLETE CONTRACT

This Contract, when executed, together with all Schedules attached hereto or to be attached hereto, as provided for by this Contract shall constitute the entire Contract between both parties and this Contract may not be amended, modified, or terminated except by a written amendment or Change Order signed by the parties.

ARTICLE 28. APPLICABLE LAW

This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of Connecticut. To the extent that claims are not barred by any immunities provided by state or federal law, the parties agree that the venue for any claims made by either party under this agreement shall be in the state or federal court's in the judicial district (s) of Connecticut and shall not be transferred to any other courts in other jurisdictions.

Sovereign Immunity: Nothing in this Agreement shall be construed as a modification, compromise or waiver of any rights or defenses or immunities provided by state or federal law.

ARTICLE 29. INTERPRETATION OF CONTRACT

The Institution shall have the authority to determine questions of fact that arise in relation to the interpretation of this Contract and the ESCO'S performance hereunder. However, such determinations are subject to the Alternative Dispute Resolution procedures as described in **Schedule JJ (Alternative**

Dispute Resolution Procedures). Unless the Parties agree otherwise, or the Work cannot be continued without a resolution of the question of fact, such determinations and Alternative Dispute Resolution procedures shall not be cause for delay of the Work or payments for non-disputed items. Continuation of the Work shall not be construed as a waiver of any rights accruing to the ESCO.

ARTICLE 30. NOTICE

Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO ESCO:

Honeywell, Intl.

Attention: Charlie Garizio, District General Manager

712 Brook Street, Suite 106

Rocky Hill, CT 06067

TO INSTITUTION:

Town of Colchester

Attention: Mr. Gregg Schuster, First Selectman

Town Hall

127 Norwich Avenue

Colchester, Connecticut, 06415

ARTICLE 31. Tax-Related Cooperation.

Institution agrees to execute any documents and to provide additional reasonable cooperation to ESCO related to ESCO tax filings under Internal Revenue Code Section 179D. ESCO will be designated the sole Section 179D beneficiary.

ARTICLE 32. DELAY

If ESCO is delayed at any time in the progress of performing its obligations under this Contract by any act of Institution or any contractor employed by Institution; or by changes ordered or requested by Institution in the Work performed pursuant to this Contract; or by labor disputes, fire, unusual delay in transportation, adverse weather conditions or other events or occurrences which could not be reasonably anticipated; or unavoidable casualties; or any other problem beyond ESCO's reasonable control (an "Excusable Delay"), then the time for performance of the obligations affected by such Excusable Delay shall be extended by the period of any delay actually incurred as a result thereof. If any delay, or

cumulative delays, within Institution's reasonable control, extends beyond fifteen (15) days, Institution shall reimburse ESCO for reasonable additional costs resulting directly therefrom.

ARTICLE 33. Claims for Concealed or Unknown Conditions

If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents and further are of a nature so as not to be reasonably noticeable to ESCO during performance of the Investment Grade Audit, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions, and, if appropriate, an equitable adjustment to the Contract Sum and Installation Schedule shall be made by a Change Order. If agreement cannot be reached by the Parties, the party seeking an adjustment in the Contract Sum or Installation Schedule may assert a claim.

ARTICLE 34. Waiver.

Either party's failure to insist upon the performance or fulfillment of any of the other party's obligations under this Contract shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.

ARTICLE 35. Severability; Blue-Pencil.

The terms of this Contract will, where possible, be interpreted and enforced so as to sustain their legality and enforceability, read as if they cover only the specific situation to which they are being applied and enforced to the fullest extent permissible under applicable law. If any term of this Contract is determined to be invalid, illegal or incapable of being enforced, then all other terms of this Contract will nevertheless remain in full force and effect, and such term automatically will be amended so that it is valid, legal and enforceable to the maximum extent permitted by applicable law, but as close to the parties' original intent as is permissible.

ARTICLE 36. DISCLAIMERS

ESCO guarantees Institution will realize the Guaranteed Savings as defined in Schedule A during the term of this Agreement. Other than the Guaranteed Savings as defined in Schedule A, ESCO (A) MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FINANCIAL PROJECTIONS, CASH FLOW MODELS, PRO FORMA FINANCIAL STATEMENTS OR OTHER DOCUMENTS, DATA OR INFORMATION (COLLECTIVELY, "PROJECTIONS") PROVIDED BY OR ON BEHALF OF ESCO TO INSTITUTION OR ITS REPRESENTATIVES PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND (B) HEREBY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH PROJECTIONS. INSTITUTION HEREBY ACKNOWLEDGES AND AGREES THAT, other than the Guaranteed Savings, (i) ESCO DOES NOT GUARANTEE THAT ANY RESULTS SET FORTH IN ANY PROJECTIONS WILL BE ACHIEVED, (ii) ACTUAL RESULTS MAY VARY MATERIALLY FROM THE PROJECTIONS, AND (iii) INSTITUTION HAS NOT RELIED UPON ANY SUCH

PROJECTIONS IN DETERMINING TO ENTER INTO THIS AGREEMENT AND CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY.

ESCO IS NOT, NOR IS ESCO COMPENSATED AS, A MUNICIPAL ADVISOR OR FIDUCIARY ACTING ON INSTITUTION'S BEHALF (OTHER THAN PURSUING RIGHTS AND REMEDIES UNDER MANUFACTURES' WARRANTIES IN ACCORDANCE WITH ARTICLE 9) ANY AND ALL FINANCIAL AND OTHER INFORMATION PROVIDED ABOUT OR RELATING TO MUNICIPAL SECURITIES OR OTHER MUNICIPAL FINANCIAL PRODUCTS IS PROVIDED FOR GENERAL INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS ADVICE, IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND (EXPRESS OR IMPLIED) AND WITHOUT ANY REPRESENTATION WITH RESPECT TO ACCURACY OR COMPLETENESS, AND MUST NOT BE RELIED UPON IN CONNECTION WITH ANY SECURITIES, INVESTMENT OR FINANCIAL DECISION OR OTHER ACTION/INACTION. INSTITUTION SHOULD OBTAIN THE ADVICE OF A FINANCIAL ADVISOR, MUNICIPAL ADVISOR OR OTHER THIRD PARTY LICENSED AND QUALIFIED TO ADVISE YOU REGARDING ANY OF THE INFORMATION PROVIDED ABOUT, OR THE POTENTIAL SUITABILITY OF, MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Contract by their duly authorized representatives on the date first above written.

(Corporate Seal)

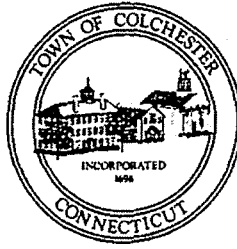
ATTEST:

(INSTITUTION)

_____ Town of Colchester By _____

(ESCO)

_____ Honeywell International Inc. By: _____



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

Date: March 17, 2013

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: First Niagara – Energy Project Lease Financing

Background

Authorization for the Energy Performance Contract described in the attached documents was approved at a Town Meeting held on January 23, 2013.

The Town issued a Request for Proposal (copy enclosed) for tax exempt lease purchase financing on January 31, 2013 with responses due on February 25, 2013. A total of eight bids were received with 12 year payment plan interest rates ranging from 1.774% to 2.56% (bid tabulation summary enclosed).

The bid has been awarded to First Niagara Leasing, Inc. with a 12 year payment term at an interest rate of 1.774%. Annual payments in arrears escalate from \$240,000 to \$300,400 in the first four years and then become level annual payments in the amount of \$308,627.83 for the remaining eight years. The annual payments will be fully funded in each year by the guaranteed energy savings resulting from the project. The lease agreement has been reviewed by the Town's bond counsel.

Recommendation

Acknowledgment that the First Selectman was authorized by action taken at the Town Meeting on January 23, 2013 (resolution attached) to sign all necessary documents related to execution of the lease financing with First Niagara Leasing, Inc. for the Energy Performance Contract.

TOWN OF COLCHESTER
RESOLUTION AUTHORIZING A LEASE PURCHASE FINANCING
OF THE ENERGY CONSERVATION SAVINGS PROGRAM

RESOLVED,

(a) That the Town of Colchester undertake a lease-purchase financing of the Energy Conservation Savings Program, substantially as described in the Investment Grade Audit prepared by Honeywell Building Solutions and on file in the office of the First Selectman, in a principal amount not to exceed THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000), for a term not in excess of 12 years, with the first payment to be made in the 2013/2014 fiscal year. The project may include acquisition and installation costs, equipment, legal fees, construction period interest and other financing costs, and other expenses related to the acquisition and financing of the Program. The Board of Selectmen may reduce or modify the scope of the project.

(b) That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that any project costs paid from temporary advances of available funds will be reimbursed with the proceeds of a lease financing in an aggregate principal amount not in excess of the amount of the lease authorized for the project; and to authorize the First Selectman to amend such declaration of official intent as said official deems necessary or advisable and to bind the Town pursuant to such representations and covenants as said official deems necessary or advisable in order to maintain the continued exemption from federal income taxation of the interest portion of any payments due under the lease authorized by the resolution if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years;

(c) That the First Selectman is authorized to approve, execute and deliver on behalf of the Town any lease purchase agreement and any certificates or documents related to the project or the financing and are authorized to determine the amounts, dates, interest rates, maturities, prepayment terms, form and other details of the lease purchase agreement; and to perform all other acts and execute all other documents which are necessary or appropriate to enter into the lease-purchase agreement; and

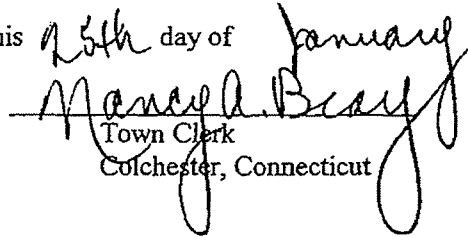
(d) That the First Selectman, the Chief Financial Officer, and other proper officers and officials of the Town are authorized to take any other action which is necessary or desirable to enable the Town to complete the project and to effect the aforesaid lease purchase financing.

TOWN CLERK'S CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, correct and complete extract from minutes of a Town Meeting of the electors and citizens qualified to vote in town meetings of the Town of Colchester held on January 23, 2013, so far as the same pertains to the introduction, discussion and action on a resolution approving the lease financing of the Energy Conservation Savings Program, and that the foregoing minutes are duly recorded in the records of the Town.

Signed and sealed at Colchester, Connecticut this 23rd day of January, 2013.

[SEAL]


Town Clerk
Colchester, Connecticut



March 15, 2013

Dear Mr. Schuster,

Please review all documents to make sure all names and addresses are typed correctly. If there are any mistakes, please contact me immediately.

Signing Instructions in **BLUE ink**:

1. Please sign the last page of the master lease document.
2. Please date page two of the lease schedule in the equipment/escrow acceptance date portion.
3. Please sign the delivery and acceptance and date for the equipment delivery date. If the equipment has not been delivered, please sign and we can accept a faxed or scanned date once equipment is received to release payment.
4. Please have the main signor sign the middle section of the Certificate of Incumbency. The bottom must be signed by the town secretary or clerk. The seal must be included. If your municipality does not have a seal, please acknowledge by stating n/a in the section where the seal should be located.
5. Please be advised that an Opinion of Counsel letter is required on your attorney's letterhead. It must include your attorney's original signature.
6. All other signature and date requirements will be noted on your documents.
7. **Complete and file the IRS 8038-G or GC form provided in this package. Please make sure the issuer's name on the 8038 form is exactly as it appears on the documents. We will also need a copy of the executed document for our records.**
8. Please provide copy of signed Energy Performance Contract before funding.
9. Please provide your Town Resolution with the original signature of the Clerk or Secretary.

Please call me when you receive these documents so I may review them with you.

Sincerely,

Donna Scibetta

Municipal Leasing Sales Originator
716-819-5947



MUNICIPAL LEASE APPLICATION
(Lease Purchase Agreement)

Customer (Full Legal Name): Town of Colchester

Fiscal Year Begins (month): July Fed Tax ID#: 36-6001974

Customer Address: 127 Norwuch Ave Ste 201 Colchester CT 06415
(Street Address, City, State, Zip)

Phone: 800-537-7220 Fax: 800-537-0547

Customer Contact: Jugg Schuster Title: FIRST Selectman

Person To Sign Lease Documents _____ Title: _____

Person Who Maintains Your Records (e.g., clerk, recorder, etc.): _____

Please describe the equipment to be financed: Energy Performance Contract

Please provide the address at which the equipment will be kept _____

Please describe the use of the equipment, including any specific department that may be its primary user: _____

Is the Municipality Self Insured? _____ For Property and Liability? _____

Is equipment replacement equipment? Y / N (circle one) If yes, how old is equipment? _____

Anticipated Delivery Date of Equipment: _____

Will equipment be used by a private person or entity in the conduct of a trade or business? Y / N (circle one)

Will equipment be used by Federal government or non-profit corporation? Y / N (circle one)

Have you already expended funds for the equipment for which reimbursement will be requested? Y / N (circle one)

Are financial statements available for the last fiscal year? Y / N (circle one)

Do you anticipate issuing tax-exempt obligations during the current calendar year in excess of \$10 million? Y / N (circle one)

Have you adopted a resolution authorizing this transaction? Y / N (circle one)

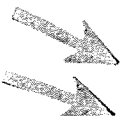
Please fax this application, along with your equipment vendor quote, your most recent 2 years audited financial statements and a copy of your current fiscal year budget to: First Niagara Leasing, Inc., 726 Exchange St., Suite 900, Buffalo, NY 14210, attention: Donna Scibetta, Direct - 716-819-5947 facsimile: 1800-745-5822 email: donna.scibetta@fnfg.com.

The commitment of First Niagara Leasing, Inc. to provide financing is subject to final credit approvals and the terms of our offer letter to you. We will contact you if we need any additional information to evaluate your request.

Submitted By: _____ Date: _____

Name: _____

Title: _____



Master Lease No. 16804

MASTER LEASE-PURCHASE AGREEMENT

Dated as of March 29, 2013

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between First Niagara Leasing, Inc. ("Lessor") and the lessee identified below ("Lessee"), each with the intent to be legally bound.

Lessee: Town of Colchester, Connecticut

1. LEASE OF EQUIPMENT. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. CERTAIN DEFINITIONS. All terms defined in the lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, payment schedules, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of this Master Lease and may include additional terms and conditions. (b) "Lease" means any one Schedule with the terms and conditions of this Master Lease incorporated into said Schedule so that each Schedule shall create and constitute a stand-alone lease. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements, substitutions and exchanges therefor or thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. LEASE TERM. The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the later of (a) the first day that any of such Equipment is accepted by Lessee pursuant to Section 5 hereof or (b) the date specified in the Schedule for such Lease; and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's irrevocable payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rent Payments including interest therein accrues as of the accrual date stated in the Payment Schedule ("Accrual Date"); provided, that no Rent Payment is due until the earlier of (a) the first day that Lessee accepts any

of the Equipment under the Lease or (b) the date the parties execute an escrow agreement. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, EACH LEASE IS NON-CANCELABLE AND NON-TERMINABLE AND THE LEASE TERM AND THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY REDUCTION, SETOFF, DEFENSE, COUNTERCLAIM, DEFERMENT, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule and an acceptance certificate. If Lessee signs and delivers a Schedule and if all Funding Conditions (defined below) have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code") the effect of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Lease; (d) no material adverse change shall have occurred in the financial condition of Lessee; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) the acceptance certificate (2) evidence of insurance coverage required by the Lease; (3) an opinion of Lessee's counsel; (4) reasonably detailed invoices for the equipment, and if such invoices have been paid by Lessee, evidence of payment thereof and evidence of official intent to reimburse such payment as required by the Code; (5) Uniform Commercial Code ("UCC") financing statements naming the Lessee as debtor; (6) copies of resolutions passed by Lessee's governing body authorizing the Lease and incumbency

certificates for the person(s) who will sign the Lease; (7) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC or evidence of proper filing thereof) as Lessor may request; and (8) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated therefore. Lessee directs the responsible financial officer or chief procurement officer of the Lessee to incorporate provision for Rent Payments in the proposed annual budget submitted for approval in accordance with applicable procedures of the Lessee; provided, that Lessee's governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefore. Each Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by the Lessee beyond the amount of such monies. No Lease is a general obligation of Lessee. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under a Lease. It is understood that neither any Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of such Lease.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not legally appropriated for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event; (b) on or before the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated, provided further that Lessee shall, to the extent funds are appropriated, pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. LIMITATION ON WARRANTIES. LESSOR IS NOT THE MANUFACTURER, DEVELOPER, PUBLISHER, DISTRIBUTOR, LICENSOR OR SUPPLIER OF THE EQUIPMENT AND LESSOR MAKES NO WARRANTY OR REPRESENTATION,

EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, QUALITY, SUITABILITY, PERFORMANCE, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT, IT BEING UNDERSTOOD THAT THE EQUIPMENT IS BEING LEASED "AS IS" AND THAT ALL SUCH RISKS BE BORNE BY LESSEE. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) Lessee selected the Equipment and represents that the Equipment is suitable for Lessee's purposes and all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee and such equipment shall be operated and used solely at Lessee's risk, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or supplier's product warranties or guaranties, (d) no manufacturer or supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations (as defined below), to the extent permitted by law, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC-1 financing statements and any amendments thereto. Lessee authorizes Lessor to take any action deemed necessary by Lessor to perfect Lessor's security interest, including, without limitation, the filing of UCC-1 financing statements or marking or tagging the Equipment to indicate Lessor's lien thereon. If requested by Lessor, Lessee shall obtain a landlord and/or mortgagee's consent and waiver with respect to the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment, and maintain such markings during the Lease Term, to clearly disclose Lessor's security interest in the Equipment. Upon termination of a Lease through exercise of Lessee's option to prepay pursuant to Section 15 or through payment by Lessee of all Rental Payments and other amounts due with respect to such particular Equipment, Lessor's security interest in such Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the termination of Lessor's security interest in such Equipment.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe

all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. PERSONAL PROPERTY. All Equipment shall be deemed personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent. Lessor may, upon reasonable notice to Lessee, enter the Location or elsewhere during normal business hours to inspect the Equipment and confirm compliance with the Lease.

12. TAXES.

12.1 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefore. "Taxes" means any and all present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing. Lessee shall file all personal property tax returns if and as required by local law with respect to the Equipment and if requested by Lessor, deliver any applicable sales tax exemption certificates.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss") while the Equipment is in transit

and for the duration of the Lease Term. No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on the earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) to the extent permitted by law, an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule.

13.4 To the extent not prohibited by applicable law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. Whether or not covered by insurance, and without limiting the foregoing, Lessee hereby assumes responsibility for (a) the selection, manufacture, purchase, acceptance or rejection of the Equipment and the ownership of the Equipment, (b) the condition of the Equipment sold or otherwise disposed of after possession by Lessee, (c) the conduct of Lessee, its officers, employees and agents, (d) any claim, loss, cost or expense involving alleged damage to the environment relating to the Equipment, including, but not limited to investigation, removal, cleanup and remedial costs, and (e) any strict liability under the laws or judicial decisions of any state or the United States. These obligations of Lessee shall survive any expiration or termination of this Master Lease and any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees and expenses), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) Lessee at its sole expense shall at all times carry public liability and third party

property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor prompt written notice of any amendment to or cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. PREPAYMENT OPTION. Upon thirty (30) days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to prepay Lessee's obligation under a Lease in whole, but not in part, on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) for such Lease plus the Termination Value amount set forth on the Payment Schedule to such Lease for such date. Upon satisfaction by Lessee of such prepayment conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS", WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and the related Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver this Master Lease and each Lease and to perform its obligations under the Master Lease and each Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Master and each Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance of each Lease and compliance with the provisions thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which Lessee is bound or any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease, including, without limitation, (w) seeking to restrain or enjoin the delivery of this Lease or of other agreements similar to Lease; (x) questioning the authority of Lessee to execute this Lease, or the validity of this Lease, or the payment of principal of or interest on, this Lease; (y) questioning the constitutionality of any

statute, or the validity of any proceedings, authorizing the execution of this Lease; or (z) affecting the provisions made for the payment of or security for this Lease; (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code duly organized and existing under the Constitution and the laws of the state of Connecticut, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof; (g) no lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year, (h) no event has occurred which would constitute a default or an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years; (i) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during the current fiscal year, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year; (j) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the applicable Lease Term; and (k) Lessee presently intends to continue each Lease hereunder for its entire Lease Term and to pay all Rental Payments relating thereto.

17. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS.** Lessee hereby represents, covenants and warrants to Lessor on the date hereof, and on each Accrual Date, as follows:

(a) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision.

(b) During the Lease Term, the Equipment shall be used by Lessee only for the purpose of performing essential governmental use and public functions within the permissible scope of its authority.

(c) Lessee shall comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103, 148 and 149 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Rent Payments and shall not use or permit the use of the Equipment in such a manner as to cause any Lease to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of each Lease as soon as practicable and with all reasonable dispatch for the purpose for which each Lease has been entered into, and that no part of the proceeds of any Lease shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in manner which, if such use had been reasonably anticipated on the date of issuance of any Lease, would have caused any portion of any Lease to be or become "arbitrage bonds" within the meaning of Section 103(b)(2), Section 148 or Section 149 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use.

(d) Unless a separate certificate regarding arbitrage, in form and substance reasonably satisfactory to Lessor, is delivered by Lessee:

(1) the estimated total costs, including taxes, freight, installation, cost of issuance, of the Equipment shall not be less than the total principal amount of the Rent Payments;

(2) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rent Payments, or (ii) that may be used solely to prevent a default in the payment of the Rent Payments;

(3) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the end of the Lease Term;

(4) there are no obligations of Lessee which (i) are being sold within 15 days of the Accrual Date; (ii) are being sold pursuant to the same plan of financing as any Lease; and (iii) are expected to be paid from substantially the same source of funds;

(5) the officer or official who has executed this Master Lease and each Lease on Lessee's behalf is familiar with Lessee's expectations regarding the use of the Equipment and expenditure of the proceeds of each Lease; and to the best of his/her knowledge, information and belief, the facts and estimates set forth herein are accurate and the expectations of Lessee set forth herein are reasonable;

(e) if Lessor either (i) receives notice, in any form, from the Internal Revenue Service or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor, that Lessor may not exclude any Interest paid under any Lease from its Federal gross income (each an "Event of Taxability"), to the extent permitted by law, the Lessee shall pay to Lessor upon demand (x) an amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the Interest due through the date of such event), will restore to Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of Rental Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Lease through the date of such event and (y) as additional Rental Payments to Lessor on each succeeding Payment Date such amount as will maintain such after-tax yield to Lessor; and

(f) upon Lessor's request, Lessee shall provide Lessor with current financial statements, budgets, and proof of appropriation for the ensuing Fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement and each Lease as may be reasonably requested by Lessor.

18. ASSIGNMENT/LIENS.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part,

to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment from Lessor, which notice discloses the name and address of each such Assignee; provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with the Code and for such purpose, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (b) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent

Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof and any such failure continues for ten (10) days after Lessor provides notice thereof to Lessee; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under an federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against

Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the rate of twelve percent (12%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment under all or any of the Leases to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession; provided, however, that no such entry to school property shall be permitted without reasonable notice and at reasonable times;

(c) Lessor may sell, lease or otherwise dispose of any Equipment under all or any of the Leases, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free and clear of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value of all the schedules plus the amounts payable by Lessee under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee, to the extent permitted by law, to pay (and Lessee agrees that, to the extent permitted by law, it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning, sale or other disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor

shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with the highest applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. To the extent permitted by law, until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the State of Connecticut.

23. WAIVER OF TRIAL BY JURY. LESSOR AND LESSEE EACH WAIVE ITS RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS MASTER LEASE AND EACH LEASE, THE EQUIPMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION OR PROCEEDING TO WHICH LESSEE OR LESSOR MAY BE PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. LESSOR AND LESSEE AGREE THAT ITS RESPECTIVE RIGHT TO JURY TRIAL IS WAIVED AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY, OF THIS MASTER LEASE AND EACH LEASE OR ANY PROVISION OF THIS MASTER LEASE AND EACH LEASE. THIS WAIVER IS MADE KNOWINGLY, WILLINGLY AND VOLUNTARILY BY LESSOR AND US WHO EACH ACKNOWLEDGE THAT NO REPRESENTATIONS HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, TO THIS MASTER LEASE AND EACH LEASE.

24. NOTICES. All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail return receipt requested or sent by an overnight courier delivery company to the other party at its address set forth herein or at such address as

the party may provide in writing from time to time. Any such notices shall be deemed to have been received upon delivery.

25. FINANCIAL INFORMATION. As soon as they are available after their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee and such other information as Lessor may reasonably request.

26. SECTION HEADINGS. All Section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

27. EXECUTION IN COUNTERPARTS. This Master Lease, each Lease and each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lessee and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may be created through transfer and possession only of the sole original of said Schedule .

28. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

29. U.S. PATRIOT ACT. Lessor notifies Lessee that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56), that Lessor is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow such Lessor to identify Lessee in accordance with the USA Patriot Act.

30. FURTHER ASSURANCES. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement. Lessee hereby authorizes Lessor to file any financing statement or supplements thereto as may be reasonably required for correcting any inadequate description of the Equipment hereby leased or intended so to be, or for

otherwise carrying out the expressed intention of this Master Lease.

LESSEE:

Town of Colchester, Connecticut

By: _____

Title: First Selectman

127 Norwich Avenue, Suite 201
(Street Address)

Colchester, CT 06415
(City, State, Zip)

LESSOR:

First Niagara Leasing, Inc.

By: _____

Title: Authorized Representative

726 Exchange Street, Suite 900
(Street Address)

Buffalo, New York, 14210
(City, State, Zip)

LEASE SCHEDULE NO. 16804

Dated As Of March 29, 2013

This Lease Schedule, together with its Payment Schedule and Acceptance Certificate attached hereto -and made a part hereof, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below (the Master Lease, together with this Lease Schedule and its attachments, "Equipment Lease"). All terms and conditions of the Master Lease are incorporated herein by reference as if same had been set forth herein in full. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated March 29, 2013 Master Lease No.: 16803

Lessee: Town of Colchester, Connecticut

Lessor: First Niagara Leasing, Inc.

A. EQUIPMENT DESCRIBED: The Equipment includes all of the property described on Schedule A-1 to the Acceptance Certificate attached hereto and made a part hereof.

B. EQUIPMENT LOCATION: See attached Schedule Q
List of School and Town Locations

C. ESSENTIAL USE; CURRENT INTENT OF LESSEE: Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.

D. RENTAL PAYMENTS; LEASE TERM: The Rental Payments to be paid by Lessee to Lessor, the commencement date thereof and the Lease Term of this Lease Schedule are set forth on the Payment Schedule attached to this Lease Schedule. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Equipment Lease during the current Fiscal Year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current Fiscal Year. Lessee anticipates that sufficient funds shall be made available to make all Rental Payments due in subsequent Fiscal Years.

E. RE-AFFIRMATION OF THE MASTER LEASE: Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1, 16 and 17 thereof). No event or condition that constitutes, or with notice or lapse of time, or both would constitute an Event of Default or a Non-Appropriation Event, exists at the date hereof.

F. LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDER YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDER YEAR WILL NOT EXCEED \$10,000,000.



Equipment/Escrow Acceptance Date: _____

LESSEE:
Town of Colchester, Connecticut



By: _____

Title: First Selectman_____

LESSOR:
First Niagara Leasing, Inc.

By: _____

Title: Authorized Representative

EXHIBIT Q-1

List of School and Town Locations

SCHOOLS

Bacon Academy
611 Norwich Avenue
Colchester, CT 06415

Colchester Elementary School
315 Halls Hill Road
Colchester, CT 06415

Jack Jackter Intermediate School
215 Halls Hill Road
Colchester, CT 06415

William J. Johnston Middle School (Autodialers Only)
360 Norwich Avenue
Colchester, CT 06415

TOWN BUILDINGS

Town Hall
127 Norwich Avenue
Colchester, CT 06415

Cragin Memorial Library
8 Linwood Avenue
Colchester, CT 06415

Colchester Fire Department Company #1
52 Old Hartford Road
Colchester, CT 06415

Colchester Fire Department Company #2
424 Westchester Road
Colchester, CT 06415

Fleet Maintenance/Town Garage and Fleet Wash Bay
300 Old Hartford Road
Colchester, CT 06415

Parks and Recreation Maintenance Garage & Concession Stand
215 Old Hebron Road
Colchester, CT 06415

Water Department – Cabin Road Maintenance Building
55 Cabin Road
Colchester, CT 06415

Water Department – Taintor Hill Treatment Plant
140 Taintor Hill Road
Colchester, CT 06415

Youth Center
40 Norwich Avenue
Colchester, CT 0641

SCHEDULE A-1
Equipment Description

Lease Schedule No. 16804 Dated: March 29, 2013

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location: See attached Exhibit Q

Equipment Description: See attached Schedule R
(including Serial Numbers)

[Expected] Equipment Purchase Price	\$3,126,409.00
[Minus Lessee Down Payment/Trade-in	\$ _____ /USE IF TRADE IN]
[Net] Amount Financed	<u>\$3,126,409.00</u>

This Schedule A-1 is attached to an Acceptance Certificate relating to the Lease Schedule.

Town of Colchester, Connecticut
(Lessee)



By: _____

Title: First Selectman

First Niagara Leasing, Inc.
(Lessor)

By: _____

Title: Authorized Representative

SCHEDULE R – Equipment to be Installed by ESCO

PART 1 – PRODUCTS & EXECUTION

As used herein, “Honeywell” means and refers to ESCO and “Customer” means and refers to Institution, as such terms are used and defined in the Agreement to which this Schedule R is attached.

The Honeywell Colchester Investment Grade Audit (IGA), referenced herein as Appendix D, provides additional general descriptions of the energy conservation measures included in the Schedule R below. Honeywell’s scope of work for this agreement is limited to the scope as detailed in this Schedule R.

If Honeywell encounters any materials or substances classified as toxic or hazardous in performance of the Work, including but not limited to asbestos, lead based paint or lead contaminated materials, Honeywell will notify Customer and will stop work in that area until such area has been made safe by the Customer, or Customer’s representative, at Customer’s expense. In the event that such hazardous materials are encountered during the project, Customer’s abatement of the materials must be executed in conformance with USEPA, HUD and other applicable regulations.

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ECM #1 LIGHTING UPGRADES

Summary of Lighting Upgrades by Building:

Location	Interior Lighting	Daylight Harvesting	Lighting Controls	Exterior Lighting
Bacon Academy	X	X	X	X
Colchester ES	X	X	X	X
Jackter IS	X	X	X	X
Cragin Library	X		X	X
Fire Dept. #1	X		X	X
Fire Dept. #2	X		X	X
Fleet Maintenance/ Wash Bay	X		X	X
Parks & Rec Maintenance Garage	X		X	X
Town Hall	X		X	X
Youth Center	X		X	X
Water Dept. Taintor Hill	X		X	X
Water Dept. Cabin Rd.	X			X

Table 1.1

Scope of Work

Honeywell shall provide all equipment, materials, and labor to implement the lighting retrofit project in accordance with the detailed lighting line by line – Lighting Line by Line in Appendix C: Lighting Calculations of Contract Appendix D: Investment Grade Audit Report, attached hereto and incorporated herein by reference.

1. Interior Lighting Summary:

- a. All Schools, Cragin Library, Fire Company No. 1, Town Hall, Youth Center
 - i. T12 fixtures will be retrofit with a new low power energy efficient electronic ballast and energy saving T8 lamps.
 - ii. Standard T8 fixtures will be retrofit with new low power energy efficient electronic ballast and new energy efficient T8 lamps.
 - iii. In applications where light levels exceed IESNA standards, de-lamp utilizing normal power energy efficient electronic ballasts, 28w energy saving T8 lamps, and a new reflector kit.
 - iv. Fixtures containing U-shaped lamps will be retrofit with new low power energy efficient electronic ballasts, 17w 2' linear T8 lamps, and a new reflector.
 - v. Incandescent fixtures will be retrofit with screw-in compact fluorescent fixtures. Other remaining incandescent fixtures are utilized in dimming applications. These fixtures will be retrofit with dimmable LED PAR lamps.
- b. Bacon Academy
 - i. Incandescent recessed can-fixtures will be retrofit with new one-piece compact fluorescent reflector lamps.
 - ii. Dimming incandescent fixtures in the Auditorium, Reading Room and TV Studio will be retrofit with dimmable LED PAR lamps.
 - iii. Compact fluorescent exit signs will be replaced with new LED units with a battery backup.
 - iv. Existing 400w MH fixtures in the Weight Room will be replaced with new T5 high output high bay fixtures. The new T5 fixtures will include individual fixture mounted occupancy sensors. Lamps will be protected with tube and wire guards.
 - v. 175w MH low bay fixtures in three Shop classrooms will be replaced with new (4) lamp T8 low bay fixtures. Lamps will be protected with tube and wire guards.

- vi. The 175w MH recessed can fixtures in the Library will be replaced with new 2' by 2' (6) lamp high lumen recessed troffer fixtures with parabolic louvers.
 - c. Fire Company No. 1
 - i. Existing High Output T12 lighting will be retrofit with new energy efficient electronic ballasts, reduced wattage T8 lamps and new reflector kits.
 - ii. Standard T8 fixtures will be retrofit with new low power energy efficient electronic ballast and new energy efficient T8 lamps.
 - iii. In applications where light levels exceed IESNA standards, de-lamp utilizing normal power energy efficient electronic ballasts, 28w energy saving T8 lamps, and a new reflector kit.
 - iv. Existing metal halide bay fixtures will be replaced with new (6) lamp T8 systems utilizing high lumen lamps, wire guards and tube guards. These fixtures are also equipped with integrated occupancy sensors.
 - d. Fire Company No. 2
 - i. T12 fixtures will be retrofit with new low power energy efficient electronic ballast and new energy efficient T8 lamps.
 - ii. Several incandescent fixtures will be retrofit with one piece compact fluorescent screw in lamps.
 - iii. Incandescent exit signs will be replaced with new LED battery backup units.
 - e. Fleet Maintenance
 - i. Existing 8' lamp applications will be retrofit with energy efficient T8 ballasts, 4' T8 lamps and new bracket or reflector kits.
 - ii. Existing 8' T12 (19) and 4' T8 fixtures (7) will be removed.
 - iii. The (5) T5 fixtures will not be modified but (16) additional T5 fixtures will be installed with the intent of creating a recognizable pattern for consistent lighting.
 - iv. Existing 8' (4) lamp T8 fixtures that have been recently installed will be retrofit with new low power electronic ballasts and 28w energy saving lamps.
 - v. Standard T8 fixtures will be retrofit with new low power energy efficient electronic ballast and new energy efficient T8 lamps.
 - f. Water Department, Cabin Road
 - i. Existing fluorescent lighting at this facility will be retrofit with low power energy efficient electronic ballasts and energy saving T8 lamps.
 - ii. Incandescent fixtures will be retrofit with one piece compact fluorescent screw-in lamps.
 - iii. Fixtures no longer serviceable for retrofit will be replaced.
 - g. Water Department, Taintor Hill Plant
 - i. Standard T8 1x4 fixtures will be retrofit with new low power energy efficient electronic ballast and new energy efficient T8 lamps.
 - ii. Reduced wattage 28w energy saving lamps are specified for 4' applications.
 - iii. For 2x4 (4) lamp applications, de-lamping utilizing normal power energy efficient electronic ballasts, 28w energy saving T8 lamps, and a new reflector kit.
 - iv. Fixtures no longer serviceable for retrofit will be replaced.
 - h. Parks & Recreation Maintenance Garage
 - i. Existing High Output T12 lighting will be retrofit with new energy efficient electronic ballasts, reduced wattage T8 lamps and new reflector kits.
 - ii. Standard T8 fixtures will be retrofit with new low power energy efficient electronic ballast and new energy efficient T8 lamps.
 - iii. Incandescent fixtures will be retrofit with one piece compact fluorescent screw-in lamps.
 - iv. Fixtures no longer serviceable for retrofit will be replaced.
- 2. Daylight Harvesting Summary (as detailed in Lighting Line by Line in Appendix C: Lighting Calculations of Contract Appendix D: Investment Grade Audit Report)**
- a. Bacon Academy

- i. Daylight Harvesting is to be implemented in the Library, Cafeteria, Lobby and two Hallways as detailed in Lighting Line by Line in Appendix C: Lighting Calculations of Contract Appendix D: Investment Grade Audit Report. Daylight contribution in the library ‘falls off’ around the perimeter so only the existing fluorescent fixtures in the center of the library will be controlled. Similarly only selected fixtures in the Cafeteria will be controlled.
 - b. Colchester Elementary School
 - i. Daylight Harvesting will be implemented in the Media Center.
 - c. Jack Jackter Intermediate School
 - i. Daylight Harvesting will be implemented in the Main Lobby.
- 3. Lighting & Vending Controls Summary**
 - a. Bacon Academy
 - i. Install passive infrared and Dual Technology Sensor in classrooms, locker rooms, restrooms, offices and common areas as detailed in Lighting Line by Line in Appendix C: Lighting Calculations of Contract Appendix D: Investment Grade Audit Report.
 - ii. Vend-Miser controls will be installed on vending machines.
 - b. Colchester Elementary & Jackter Schools
 - i. Install passive infrared sensors in support areas. Install wall switch sensors where functional and overhead sensors in larger areas and rooms with objects or doors obstructing sensor line of sight as part of a low voltage control system.
 - ii. Vend-Miser controls will be installed on vending machines.
 - c. Cragin Library
 - i. Larger areas and rooms with objects or doors obstructing sensor line of sight will have overhead sensors installed as part of a low voltage control system.
 - d. Fire Company No. 1
 - i. Passive infrared sensors have been specified for many support areas.
 - ii. Wall switch sensors have been chosen where functional.
 - iii. Larger areas and rooms with objects or doors obstructing sensor line of sight will be retrofit with overhead sensors as part of a low voltage control system
 - e. Fire Company No. 2
 - i. Passive infrared sensors have been specified.
 - ii. Wall switch sensors have been chosen where functional.
 - iii. Vend-Miser controls will be installed on vending machines.
 - f. Fleet Maintenance and Water Dept Taintor Hill Plant
 - i. Install passive infrared and dual technology sensors as operating hours and fixture density provide significant payback.
 - g. Town Hall
 - i. Most office areas already have automatic controls. Additional passive infrared occupancy sensors are specified for remaining areas of Town Hall.
- 4. Exterior Lighting Summary:**
 - a. Bacon Academy
 - i. Existing HPS and MH fixtures will be replaced with new LED and induction fixtures as detailed in Lighting Line by Line in Appendix C: Lighting Calculations of Contract Appendix D: Investment Grade Audit Report.
 - b. Colchester Elementary School
 - i. Replace existing MH down light wall pack fixtures with new LED down light wall pack fixtures. The remaining exterior fixtures will not be retrofit.
 - c. Jack Jackter Intermediate School
 - i. Replace existing MH with new induction shoebox fixtures.
 - ii. Replace existing MH building wall packs with LED down light wall pack fixtures.
 - iii. Replace existing MH basketball court lighting with induction flood light fixtures.

- d. Cragin Library
 - i. Existing incandescent decorative wall lighting and main entrance light will be replaced with new compact fluorescent one piece fixtures.
 - e. Fire Company Nos. 1 & 2
 - i. Existing high pressure sodium fixtures will be replaced with new induction fixtures in quantity and kind (Fire Company No. 1).
 - ii. Existing high pressure sodium fixtures will be replaced with new LED and induction fixtures in quantity and kind (Fire Company No. 2).
 - f. Fleet Maintenance & Town Hall
 - i. Existing high pressure sodium and metal halide fixtures will be replaced with new induction fixtures in quantity and kind.
 - g. Parks and Recreation Maintenance Garage
 - i. Existing parking lot metal halide fixture will be replaced with lower wattage metal halides.
 - ii. Existing exterior building lights and wall packs will be replaced with new compact fluorescent one piece fixtures.
 - iii. Existing shed high pressure sodium fixture will be replaced with LED wall pack.
 - h. Youth Center
 - i. Existing incandescent fixtures will be replaced with compact fluorescent fixtures.
 - i. Water Department, Cabin Road
 - i. Existing storage building incandescent fixtures will be replaced with compact fluorescent fixtures.
 - j. Water Department, Taintor Hill Plant
 - i. Existing quartz incandescent flood fixtures will be replaced with new compact fluorescent fixtures.
5. Honeywell shall coordinate all lighting retrofit activities with the customer to minimize classroom/office and school activity disruptions.
 6. Honeywell shall provide for the legal and proper disposal or recycling of replaced fixtures, lamps, and ballasts.
 7. Honeywell shall provide a 2% maintenance stock for lamps and ballasts.
 8. Any lighting not identified on the Lighting Line by Line in Appendix C: Lighting Calculations of Contract Appendix D: Investment Grade Audit Report line by line is excluded. Honeywell shall provide a proposal for any work not included at the request of Customer.

ECM #2 WATER CONSERVATION

Summary of Water Conservation Upgrades by Building:

LOCATION	TOILETS	URINALS	FAUCETS
Bacon Academy		19	98
Colchester Elementary School		4	147
Cragin Library		1	7
Fire Co#1	6	4	14
Fire Co#2		1	3
Fleet Highway Maintenance	2		1
Jackter Intermediate School	1	24	121
Town Hall	11	2	18
Totals	20	55	409

Table 2.1

Scope of Work

1. Honeywell shall provide all equipment, materials, and labor to implement the water conservation project in accordance with the detailed water conservation line by line – Schedule AA2, attached hereto and incorporated herein by reference.

2. Toilet Upgrades Summary:

- a. Upgrade twelve (12) commercial flush valve fixtures to the 1.28gpf standard. Upgrade eight (8) pressure tank toilets to 1.6gpf. There are approximately 214 existing low flow toilets which will be not retrofitted.
- b. Commercial flush valve toilets will be retrofitted with new Toto manual piston flush valves.
- c. Existing 3.5gpf commercial china will be replaced with new Toto china. New toilet bowls will be installed onto existing flanges and carriers with new Bemis (or equivalent) commercial open front plastic seats (white color), less cover.
- d. Existing tank toilets will be replaced with new pressure-assist tank toilets.
- e. If a handicap accessible stall with hand rails has been installed to modify an existing bathroom for ADA compliance and the toilet is not at ADA height, we will attempt to make the toilet in this stall meet ADA guidelines. To accomplish this, floor mounted ADA toilets will be replaced with new ADA height toilets.
- f. New toilets will be installed with new control stop valves or angle stop valves.
- g. All toilet bowls will be securely connected to water supply lines and waste connections. Minor repairs to floor mount toilet flanges will be made to ensure secure toilet bowl connections. Floor mount toilet flanges will be repaired as needed with a repair anchor flange, Cast Iron Flange Repair Ring anchored to the floor with 4 tap-con bolts or spanner flanges
- h. Minor repairs to water supply connections include replacement of 1" horizontal water lines, as required, to rough plumb flush valves when installing new toilet bowls. All piping modifications will be made with material that complies with standard trade practice and like to existing materials.

3. Urinal Upgrades Summary:

- a. Replace Fifty-five (55) existing 1.0gpf urinal flush valves with 0.5gpf manual Toto piston flush valves. Retrofit is for valves only.
- b. Flush valves will be installed to the minimum required height of 6" above the flood plain (urinal rim) as required by plumbing code
- c. All new urinal valves will be installed with new control stop valves

4. Faucet Upgrades Summary:

- a. Install 197 0.5gpm flow controls in public bathrooms.
 - b. Install 177 1.0gpm flow controls in classrooms and dormitory style areas
 - c. Install 51 1.5gpm flow controls in kitchen/break room areas.
 - d. Replace four (4) existing faucets at the Parks and Recreations facility with a new single ADA metered faucet with pre-set mixing valves.
 - e. Replace one (1) existing faucet at the Water Treatment facility with a new single ADA metered faucet with pre-set mixing valve.
5. Existing shower heads will not be replaced as these units do not generate significant water savings.
 6. Broken carriers and carrier bolts are not included for replacement.
 7. Painting, tile work, and wall repair is not included.
 8. Customer shall be responsible to locate and turn off isolation valves prior to starting work in each building.
 9. Honeywell shall provide a proposal for any work not included at the request of Customer.

ECM #3 BUILDING ENVELOPE IMPROVEMENTS

3.1 Weatherization

Summary of Building Envelope Upgrades by Building:

Description	Unit	Bacon Academy	Colchester Elementary	Jackter Intermediate	Cragin Library	Fire Department #1	Fire Department #2	Fleet Maintenance	Fleet Wash Bay	Town Hall	Parks & Recreation	LEARNER CENTER	Dept	CADIN KOOD WATER	Dept	Totals
Weather-strip Single-Doors	sets	36	32	28	5	10	3	4	1	8	5		4	2		138
Weather-strip Double-Doors	sets	3		6												9
Weather-strip Non-standard Doors	(sets) lf	(2) 42	(4) 84	(4) 84	(4) 84			(2) 36			(1) 17		(1) 17			(18) 364
Replace 3" Thresholds	ea		4		2											6
Weather-strip Overhead Doors	(sets) lf	(8) 352				(10) 520	(3) 144	(10) 464	(1) 64		(2) 66			(3) 124		(37) 1734
Install knee-wall door, seal frame	(sets) lf						(1) 12									(1) 12
Reinstall knee-wall Batt Insulation (R19 Fiberglass).	sf						60									60
Seal Window Frame to Wall	(#) lf				352	(2) 32				184	12	52	188			820
Re-Glaze Exterior Windows	(#) lf		(30) 570													(30) 570
Weather-strip Windows	(#) lf									192	(1) 3			(6) 15		210
Roof/Wall Joints 1-line	lf	690		2092	833	472		464		648	24					5223
Roof/Wall Joints 2-lines	lf	1510														1510
Seal Roof Top Fans	ea	13	14	14	1	6				3						51
Seal Fireplace Damper	(#) sf				(2) 12											12
Roof Insulation	sf				140		120							1224		1484
Weather-strip and Seal Roof /Drop-down Stair Door	(#) lf							(1) 28			1 (15)	1 (15)				28
Wall/Wall Joint 1-line	lf							36								36
Seal Ceiling Penetrations	(#) lf						16				(3) 24					40

Table 3.1

Scope of Work

1. Honeywell shall provide all equipment, materials, and labor to implement the building envelope project per table 3.1 above.
2. Envelope improvements include weather-stripping single doors, double doors, overhead doors and windows, sealing of roof-wall interfaces and attic spaces, sealing of rooftop exhaust fans and wall penetrations, and addition of insulation in ceilings and/or walls as detailed in Table 3.1 above.
3. No interior doors are included.
4. No painting, patching, door, door operator, or floor repair is included.
5. Roof Wall Joint Summary:
 - a. Bacon Academy: Seal roof-wall joints along the top floor of the media center section, the cafeteria, the Tech Center wing, and along the main front entry. These junctures need to be sealed with 1-2 lines of two-component, closed-cell polyurethane spray foam.

- b. Jackter Intermediate: Seal the roof-wall junctures along the perimeter of the main building with 1-line of two-component, closed-cell polyurethane spray foam.
 - c. Cragin Library – Seal roof-wall junctures along the 2nd floor and along a small section on the 1st floor. Seal additional air-leakage along the old-to-new building junctures with 1-line of two-component, closed-cell polyurethane spray foam. Seal several penetrations along the perimeter walls.
 - d. Fire Company No. 1 – Seal roof-wall junctures along the building perimeter with 1-line of two-component, closed-cell polyurethane spray foam. The existing batt insulation and poly will need to be pulled back along the edge to apply the spray foam directly along the roof-wall joints.
 - e. Fleet Maintenance Garage – Seal roof-wall joint along the perimeter of the 1-story section and on 3 sides of the 2-story garage section with 1-line of two-component, closed-cell polyurethane spray foam. The existing batt insulation and poly will need to be pulled back to gain direct access to the roof-wall junctures.
 - f. Town Hall – Seal roof-wall joint along the 1st and 2nd floors of the building, specifically along the perimeter of the 2nd floor of the main section and along the 1st floor of the 1-story section (west elevation) with 1-line of two-component, closed-cell polyurethane spray foam. Punch and seal all flutes on steel decking and seal framing penetrations.
6. Miscellaneous Sealing Summary:
- a. Cragin Library – Seal dampers in two (2) fireplaces installed in the original building section of the structure using appropriate sealant techniques and materials (spray foam and Thermax). Install rigid insulation material (Thermax) to the underside of the metal framing, covering the existing fiberglass batt-insulation installed along the underside of the roof deck. All the seams must be sealed with appropriate sealant materials (spray foam).
 - b. Fire Station No. 2 – Reinstall undamaged R-19 batt insulation along 4’ knee-wall of south elevation and add new batt insulation where deteriorated. Affix 1” Thermax insulation to knee-wall framing, covering existing batt insulation, and seal seams with 2-component, closed-cell polyurethane spray foam, to provide an air-barrier for the assembly. Seal section of attic section above bunk room where penetrations exist.
 - c. Fleet Maintenance Garage – Seal the vertical junctures and seams between the 1-story & 2-story building sections (left and right sides with 1-line, using appropriate sealant materials. The existing batt insulation and poly will be pulled back to gain direct access to the junctures and seams.
7. There is no building envelope scope at the Youth Center due to the extensive leaks and building deficiencies. Honeywell shall provide a proposal for any work not included at the request of Customer.

3.2 Main Entrance Door Replacement – Fire Company 1

Scope of Work

1. Demolish and remove existing main entrance door (approximately 47 square feet)
2. Furnish and install new door to match existing

3.3 Install Ceiling in Third Floor Server Room – Town Hall

Scope of Work

1. Furnish and install four (4) standard 24” x 48” drop ceiling tiles in existing drop ceiling grid
2. Furnishing and install one (1) 24” x 24” return air grill

3. Construct a return plenum of approximately 24” x 28” x 36 “ including one (1) transition to a 16” diameter flexible duct. Attach plenum to AHU, provide hardware and hang using existing U-channel mounted to the ceiling
4. Connect return air grill to return air plenum of AHU using fifteen feet (15’) of 16” diameter flexible duct

ECM #4 Building Management System Upgrades

Honeywell shall provide all equipment, materials, and labor to implement the building management systems upgrades in accordance with the detailed points list, Schedule AA3 attached hereto and incorporated herein by reference, and the controls riser diagram, Schedule AA4, attached hereto and incorporated herein by reference.

4.1 Tridium AX Supervisors

Building	Existing BMS	Electric Meter	Oil Meter	Integration Method
Bacon Academy	Alerton	Yes	No	BACnet/JACE – School LAN
Colchester Elementary	Automated Logic	Yes	Yes	BACnet/JACE – School LAN
Jack Jackter Intermediate	Delta	Yes	Yes	BACnet/JACE – School LAN
Cragin Library	No	Yes	Yes	JACE – Town LAN
Fire Department No. 1	No	Yes	No	JACE – Town LAN
Town Hall	No	Yes	Yes	JACE – Town LAN
Taintor Hill Water Dept.	No	Yes	No	JACE – Town LAN

Table 4.1

Scope of Work

1. Furnish and install one (1) AX Supervisor (town buildings only) and one (1) AX Supervisor (school buildings only) to be located at the Maintenance Building, located at 367 Halls Hill Road, Colchester, CT. Each AX Supervisor shall integrate with the buildings through a JACE, as detailed in Schedule AA4.
2. Existing BMS systems, as shown in table 4.1 above, shall remain in place and will continue to operate existing HVAC controls and control strategies after the integration to AX Supervisor. The AX Supervisor shall provide monitoring and limited controls on top of the existing BMS systems, and will integrate up to 3500 existing BMS points per building.
3. Customer shall be responsible for any changes, modifications, or repairs to existing BMS controls which are not included in Honeywell’s scope.
4. Customer shall be responsible to ensure all buildings, as listed in Table 4.1, are connected on the town or school LAN for communication with the AX Supervisor.
5. Customer shall be responsible to provide and terminate new LAN connections in each school and town building, as listed in table 4.1, which will be used to connect a new JACE box for integration to the each AX Supervisor.
6. Customer shall provide VPN access to Honeywell for remote access to both school and town AX Supervisors for M&V and service functions.
7. Training for the new Building Management System includes 16 hours total of on-site training and will be provided with appropriate learning material. It is anticipated there will be two separate site visits, one upon completion of project, then the second six months later.
8. There is no new work associated with fire alarm or duct detectors or fan shutdown. Any existing shutdown circuits will remain.
9. UPS backup for controllers is not included.
10. Valves specified shall be furnished as “Globe Type” unless stated otherwise.

11. All low voltage wiring to be plenum rated cable (no conduit), including drops to thermostats, except in mechanical rooms, which will be in EMT conduit.
12. Cutting, painting and patching is excluded
13. Existing equipment that is to be reused is assumed to be in good working, any repairs are not included.
14. Balancing is excluded from our scope unless specifically included

4.2 Bacon Academy

Scope of Work

1. Install carbon dioxide detection in the building so a CO2 demand ventilation strategy can be implemented on AHUs A1, A2, A3, A4, B1, B2, C1, C2, C3, D1, D2, F1, F2, G1, G2, G3, H1, H2, H3, H4, H5, H6, and H7.
2. Install new occupied override switch in the gymnasium for manual control of the gym AHU for up to 3 hours per adjustment.
3. Install one (1) JACE box for integration to AX Supervisor.
4. Upgrade existing Alerton MLC controllers and head end for proper BACnet connection to new JACE box and integrate to school AX Supervisor.

4.3 Colchester Elementary

Scope of Work

1. Re-commission the boiler “outdoor air reset” strategy for more efficient control of the boiler hot water temperature.
2. Re-commission the existing chilled water and hot water control sequences
3. Re-commission the parameters for scheduling and night setback on AHU ‘s 1 through 16.
4. Re-commission four VAV units
5. Install new occupied override switch in the gymnasium for manual control of the gym AHU for up to 3 hours per adjustment.
6. Install one (1) JACE box for integration to AX Supervisor.
7. Connect new oil meter and electrical meter (EMON meter) into the new JACE box.
8. Connect existing Automated Logic DDC system through BACnet to JACE box and integrate to school AX Supervisor.

4.4 Jack Jackter Intermediate School

Scope of Work

1. Install one (1) Honeywell 15HP VFD on the AHU-17 the supply fan and one (1) 7.5 HP VFD on the return fan for AHU 17.
2. Install and program four (4) Delta VAV controllers on the new VAV boxes that are associated with AHU-17. This includes a new outdoor air CO2 sensor (typical of 1) static pressure sensors (typical of 4), discharge air sensors (typical of 4), room sensors, setpoint and occupied override (typical of 4), and reheat valves/actuators (typical of 4).
3. Re-commission the boiler “outdoor air reset” strategy for more efficient control of the boiler hot water temperature.
4. Re-commission the parameters for scheduling and night setback on AHU ‘s 1 through 18 & MUA units 1 & 2.
5. Install new occupied over ride switch in the gymnasium for manual control of the gym AHU for up to 3 hours per adjustment.
6. Install one (1) JACE box for integration to AX Supervisor.

7. Connect new oil meter and electrical meter (EMON meter) into the new JACE box.
8. Connect existing Delta Control through BACnet to JACE box and integrate to school AX Supervisor.

4.5 Cragin Library

Scope of Work

1. Install one (1) room sensor on the first floor for monitoring only.
2. Provide air balancing on RTU 3, balancing consists of providing a one line diagram indicating the system layout and distribution. Optimize the adjustments of the distribution to deliver even temperatures to the spaces the unit serves.
3. Install one (1) JACE box for integration to AX Supervisor.
4. Connect new oil meter and electrical meter (EMON meter) to new JACE box.
5. Connect new controllers/points to new JACE box and integrate back to town AX Supervisor.

4.6 Fire Department #1

Scope of Work

1. Install one (1) room sensor in the space for monitoring only.
2. Install one (1) JACE box for integration to AX Supervisor.
3. Connect new electrical meter (EMON meter) to new JACE box.
4. Connect new controllers/points to new JACE box and integrate back to town AX Supervisor.

4.7 Town Hall

Scope of Work

1. Implement a boiler “outdoor air reset” strategy for more efficient control of the boiler hot water temperature.
2. Integrate the geothermal heat pump manufacturer-supplied controller into the Honeywell Tridium system via BACnet.
3. Implement scheduling and night setback on RTU 1, 2, 3, Heat pumps (typical of 34) and electric reheat units (typical of 2 units, H-2 and H-9).
4. Install one (1) JACE box for integration to AX Supervisor.
5. Connect new oil meter and electrical meter (EMON meter) to new JACE box.
6. Connect new controllers/points to new JACE box and integrate back to town AX Supervisor.

4.8 Water Department – Taintor Hill Facility

Scope of Work

1. Install room sensor in the office space for monitoring only.
2. Install one (1) JACE box for integration to AX Supervisor.
3. Connect new electrical meter (EMON meter) to new JACE box.
4. Connect new controllers/points to new JACE box and integrate back to town AX Supervisor.

ECM #5 Mechanical/HVAC Upgrades

5.1 Boiler Controls at Bacon Academy

Scope of Work

1. Furnish and install Honeywell Controlinks on two (2) Weil-McLain 2194 boilers with Power Flame WCR5-0 burners.
2. Reconnect oil/gas piping and wiring.
3. Start-up and testing.

5.1.1 Electric to Tank-less Propane Water Heater at Fleet Town Garage

Scope of Work

1. Remove and dispose of one (1) existing heater AWHC E51-19L-045DV, 4.5kW, 19 gallon hot water heater.
2. Furnish and install one (1) new Rinnai RC98LSi, tank-less propane water heater, or equivalent.
3. Furnish and install gas piping connecting to nearest existing propane source
4. Furnish and install new housekeeping pad, wiring, venting, insulation, mixing valve
5. Reconnect hot water piping
6. Start up and testing

5.1.2 Electric to Heat Pump Water Heater at Cragin Library

Scope of Work

1. Remove and dispose of one (1) existing Bradford White 4.5 kW, 50 gallon water heater.
2. Furnish and install one (1) Rheem HP50RH, 21 GPH, 50 gallon electric heat pump water heater, or equivalent.
3. Furnish and install new housekeeping pad, wiring, pipe insulation, and venting modifications
4. Reconnect hot water piping
5. Start up and testing

5.2 Reduce DHW Storage Temperature – Bacon Academy

Scope of Work

Honeywell shall manually adjust the DHW storage temperature from 150 degrees down to 120 degrees Fahrenheit. Kitchen booster heaters will increase the temperature to 140 degrees as required. There are no BMS controls involved in this measure.

5.3 Left Blank

5.4 VAV Upgrades – Jack Jackter Intermediate School

Scope of Work

1. Furnish and install four (4) VAV boxes with reheat coils in AHU-17 ductwork with associated hydronic specialties, pipe, valves, fittings, and insulation. AHU-17 serves the cafeteria, band room, hallway and small music room.
2. Replace two (2) existing fan motors with premium efficiency, inverter-duty motors
3. Water balance four (4) water reheat coils. Air balance AHU-17 and (4) VAV's
4. Start-up, air balance, test and measure AHU-17 and four (4) VAV's.
5. Pipe existing strainers to nearest floor drain

5.5 Air Balancing

5.5.1 Jack Jackter Intermediate School

Scope of Work

1. Turn off exhaust fan EF-17 located in mechanical room #9, which currently operates continuously.
2. Air balance AHU-13 & AHU-14 to their proper levels of air flow and pressure.
3. Provide balancing report with any recommendations for improvement not achievable through air balancing.
4. Any recommendations not achievable through air balancing are excluded. Honeywell shall provide a proposal for any work not included at the request of Customer.

5.5.2 Cragin Library

Scope of Work

1. Air balance existing carrier RTU-3 to adjust the amount of air delivered to the areas served to meet expected building loads. Areas served by RTU-3 include the librarian’s office, a break room, and the young adults section of the library.
2. Provide balancing report with any recommendations for improvement not achievable through air balancing.
3. Any recommendations not achievable through air balancing are excluded. Honeywell shall provide a proposal for any work not included at the request of Customer.

ECM #6 Left Blank

ECM #7 Kitchen Hood Upgrades

Building ID	Hood Manuf.	Hood P/N	Exhaust Fan Manuf.	Exhaust Fan P/N	Makeup Air Manuf.	Makeup Air P/N
Jack Jackter Int.	Caddy Corp.	PB	Greenheck	CUBE-300HP-30-G	Greenheck	PVF300

Table 7.1

Scope of Work

1. Furnish and install Melink control system, or equivalent, onto equipment listed in Table 7.1.
2. Interconnect the cafeteria make-up air handling unit with the new control system to control fan speed based on exhaust flow rate of hood.
3. Install sensors per manufacturer’s recommendations.
4. Startup/Testing
5. No fire suppression, kitchen hood, or electrical upgrades are included. Honeywell shall provide a price to make any additional upgrades at the request of Customer.

ECM #8 Electrical Infrastructure Improvements

8.1 Distribution Transformer Upgrades

Building ID	Location	Designation	Existing Transformer KVA	Replacement Transformer KVA
Bacon Academy	Elec Room 1105	T-3	300	300
	Elec Room 1105	T-4	30	30
	Elec Room 1206	T-5	30	30
	Elec Room 1206	T-6	75	75
	Elec Room 1307-1308	T-8	150	150
	Elec Room 1307-1308	T-7	30	30
	Elec Room 1326-1327	T-10	30	30
	Mech Room 2401	T-11	45	45
	Main Elec Room 1712	T-1	300	300
	Main Elec Room 1712	T-9	45	45
	Room 2608	T-12	225	225
	Room 2608	T-13	30	30
	Room 2800	T-14	300	300
	Room 2800	T-15	30	30
	Shop – Room 1803	On Wall	45	45
	Well House behind Shops	Panel WH1-LP	15	15
	Out Bldg 2 by Tennis Courts	Panel OB2-LP	15	15
	Pool Portables	Outside	300	300
	Out Bldg 1	T-15	30	30
	Well House by Baseball	Panel WH2-LP	15	15
Taintor Hill WTP	Storage Room by Bathroom	Panel PPA	75	75
	Blower Bldg	Panel LPA	30	30
	Aerator Bldg	Panel LP-1	30	30
	Pump Bldg	Panel LP-1	15	15

Table 8.1

Scope of Work

1. Perform pre installation measurement for each type/size of transformer, reconnect service.
2. Disconnect and remove existing transformers.
3. Furnish and install Powersmiths, or equivalent, transformers as listed in table 8.1
4. Test and tag all transformers
5. Perform post installation measurements for each type/size transformer

8.2 Power Factor Correction

Scope of Work

1. Design, procure, and install power factor correction capacitor(s) on the secondary side of the main electrical transformer at each of the following buildings:
 - a. Bacon Academy
 - b. Colchester Elementary School
 - c. Jack Jackter Intermediate School

ECM #9 Automated Dialers

Phone #							
537-4559	537-1825	537-2074	537-3051	537-8325	537-5281	537-5408	537-3264
537-1763	537-1895	537-2885	537-3151	537-8337	537-9477	537-5574	
537-1774	537-1980	537-2923	537-6239	537-9931	537-9529	537-5936	

Table 9.1

Town of Colchester
SCHEDULE R – Equipment to be Installed by ESCO



Building	Location	Type	Manufacturer	Model #	Scope
Bacon Academy	Main Building	Security	Sonitrol		Replace Sonitrol System with Non Proprietary System with IP Communication
Bacon Academy	Main Building	Security	Sonitrol		Replace Sonitrol System with Non Proprietary System with IP Communication
Bacon Academy	Main Building	Security	Sonitrol		Replace Sonitrol System with Non Proprietary System with IP Communication
Bacon Academy	Portables S	Security	GE	Networx NX-8	Convert to CONTACT ID format, Install Honeywell IPDACT
Bacon Academy	Portable S	Fire	Firelite	Miniscan	Install Honeywell IPDACT
Bacon Academy	Portables P	Security	GE	Networx NX8V2	Convert to CONTACT ID format, Install Honeywell IPDACT
Bacon Academy	Main Building/ Portable P	Fire	GE	EST-3	Convert to CONTACT ID format, Install Honeywell IPDACT
William Johnston Middle School	Building A	Fire	Firelite	9600	Convert to CONTACT ID format, Install Honeywell IPDACT
William Johnston Middle School	BuildingB	Fire	Firelite	Sensiscan 1000	Convert to CONTACT ID format, Install Honeywell IPDACT
William Johnston Middle School	Building A/B	Security	GE	Networx NX-8	Convert to CONTACT ID format, Install Honeywell IPDACT
William Johnston Middle School	Portables A	Fire	Firelite	Miniscan	Convert to CONTACT ID format, Install Honeywell IPDACT
William Johnston Middle School	Portables B	Fire	Simplex		Convert to CONTACT ID format, Install Honeywell IPDACT
Jack Jacter Intermediate School	Main Building	Fire	GE	EST-2	Convert to CONTACT ID format, Install Honeywell IPDACT
Jack Jacter Intermediate School	Main Building	Security	Bosch	D9412GV2	Replace Bosch System with Non Proprietary System with IP Communication
Colchester Elementary School	Main Building	Fire	GE	ETS-3	Convert to CONTACT ID format, Install Honeywell IPDACT
Colchester Elementary School	Main Building	Security	GE	Alliance	Convert to CONTACT ID format, Install Honeywell IPDACT
Town Hall	Main Building	Fire	Unimode System	4520	Convert to CONTACT ID format, Install Honeywell IPDACT
Town Hall	Main Building	Security	GE	Networx NX-8-CF	Convert to CONTACT ID format, Install Honeywell IPDACT
Cragin Library	Main Building	Fire	Simplex		Convert to CONTACT ID format, Install Honeywell IPDACT
Cragin Library	Main Building	Security	GE	Networx-NX-8	Convert to CONTACT ID format, Install Honeywell IPDACT
Fleet/Highway	Main Building	Fire	Firelite	Miniscan	Convert to CONTACT ID format, Install Honeywell IPDACT
Fleet/Highway	Main Building	Security	GE	Networx NX-8	Convert to CONTACT ID format, Install Honeywell IPDACT
CO #1	Main Building	Fire	Firelite	9200LS	Convert to CONTACT ID format, Install Honeywell IPDACT
CO #2	Main Building	Fire	Firelite		Convert to CONTACT ID format, Install Honeywell IPDACT
Senior Center	Main Building	Fire	Moose		Convert to CONTACT ID format, Install Honeywell IPDACT
Youth Center	Main Building	Fire	Firelite	Miniscan	Convert to CONTACT ID format, Install Honeywell IPDACT

Table 9.2

Scope of Work

- Permanently discontinue telephone service for the dedicated lines listed in table 9.1.
- Convert All Existing Systems from Phone-Line Modem Technology to IP-Based Internet Technology per table 9.2.
- Clarifications:
 - a. Customer shall furnish and install LAN drops at IPDACTs
 - b. All systems assumed to be in good working order. Honeywell will test a sample group of points to the central station but are not providing a 100% test of the systems.

PART 2 – GENERAL

A. GENERAL CONDITIONS

1. Honeywell is not responsible for bringing existing lighting/electrical systems up to code.
2. All warranties on lamps and ballasts are described in Part 1 above under ECM #1: Lighting/Sensor/Vending Miser, sub-section A- Lighting and Occupancy Sensors. The warranty on the ballasts operates by the Customer sending the old ballasts back to the manufacturer and in return a new ballast will be provided to be installed by the Customer's work force.
3. If Honeywell encounters any materials or substances classified as toxic or hazardous in performance of the Work, including asbestos, Honeywell will notify Customer and will stop work in that area until such area has been made safe by the Customer, or Customer's representative, at Customer's expense. In the event such conditions cause a delay in Honeywell's performance, Honeywell shall be entitled to recovery of all costs associated with such delay, as well as an extension of time of performance.
4. Where demolition of certain areas of a building are required for removal and installation of equipment and that demolition is included in the scope of work defined herein, Honeywell will make every effort to replace such areas with similar materials as available. If such materials are not available, materials of similar quality will be supplied and installed.
5. Electrical: Should a problem with the existing wiring system occur, Honeywell will only be responsible for electrical wiring modifications (repairs) within three feet (36 inches) of the device or the nearest wall or ceiling penetrating, whichever is smaller.
6. Piping: Should a problem with the existing piping system occur, Honeywell will only be responsible for piping modifications (repairs) within two feet (24 inches) of the device installed or the nearest wall or ceiling penetration, whichever is smaller. Piping includes but is not limited to domestic hot and cold water, cooling cold water, heating hot water, condensate, fuel oil, and cooling tower condensing water.
7. Routine Maintenance: Routine maintenance such as vacuuming, coil cleaning and filter change of air handling devices, etc. is the responsibility of the Customer, or as included in Attachment D.
8. Utility Meter: If new utility meters are required, provision and coordination of utility meters is the responsibility of the Customer.
9. Network Connections: To be provided by Customer for off-site monitoring or remote access of Building Management Systems.
10. Efficiency Values: Honeywell will install equipment and lighting components (hereto referred as "equipment") under the scope described herein with specific energy and water efficiency values. The customer is required to replace any failed "equipment" no longer warranted by Honeywell or a Honeywell subcontractor, with "equipment" of equal or greater efficiency for the full contract guarantee term.
11. Limitation of Liability – Security Systems, Fire Alarm Systems and/or Components - Honeywell's total liability for damages of any kind or nature arising out of or relating to any aspect or component of the security or fire alarm systems and/or components provided under this Agreement is limited to \$250,000.

12. The following areas are specifically excluded from this scope of work. Correction of problems in these areas, if required by Federal, State or local law or ordinance, will be considered additional work and will be chargeable (with approval) to the Customer.
- a. Any work not specifically stated and outlined in this scope of work.
 - b. Painting and patching of areas beyond those areas directly related to work.
 - c. Existing non-code conditions (examples: existing electrical wiring which requires correction or approval by appropriate inspectors, existing penetrations in need of fire stopping, etc).

B. RELATED WORK SPECIFIED ELSEWHERE

Provision of equipment, material, and labor to provide functional measurement and verification systems coordinated under Schedules A through G, Savings Guarantee.

PAYMENT SCHEDULE

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lessee: Town of Colchester, Connecticut

Lessor: First Niagara Leasing, Inc.

Lease Schedule No.: 16804 Dated: March 29, 2013

Accrual Date: _____

Amount Financed: \$3,126,409.00

Interest Rate: 1.774% per annum

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Termination Value
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See attached amortization schedule

Town of Colchester, Connecticut
(Lessee)



By: _____

Title: First Selectman

First Niagara Leasing, Inc.
(Lessor)

By: _____

Title: Authorized Representative

Compound Period: Annual

Nominal Annual Rate: 1.774%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	3/29/2013	3,126,409.00	1		
2 Payment	1/5/2014	240,000.00	1		
3 Payment	1/5/2015	244,000.00	1		
4 Payment	1/5/2016	248,000.00	1		
5 Payment	1/5/2017	300,400.00	1		
6 Payment	1/5/2018	308,627.83	8	Annual	1/5/2025

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Termination Value
Loan	3/29/2013				3,126,409.00
2013 Totals		0.00	0.00	0.00	
1	1/5/2014	240,000.00	43,445.62	196,554.38	2,929,854.62
2014 Totals		240,000.00	43,445.62	196,554.38	
2	1/5/2015	244,000.00	51,975.62	192,024.38	2,737,830.24
2015 Totals		244,000.00	51,975.62	192,024.38	
3	1/5/2016	248,000.00	48,569.11	199,430.89	2,538,399.35
2016 Totals		248,000.00	48,569.11	199,430.89	
4	1/5/2017	300,400.00	45,031.21	255,368.79	2,283,030.56
2017 Totals		300,400.00	45,031.21	255,368.79	
5	1/5/2018	308,627.83	40,500.96	268,126.87	2,014,903.69
2018 Totals		308,627.83	40,500.96	268,126.87	
6	1/5/2019	308,627.83	35,744.39	272,883.44	1,742,020.25
2019 Totals		308,627.83	35,744.39	272,883.44	
7	1/5/2020	308,627.83	30,903.44	277,724.39	1,464,295.86
2020 Totals		308,627.83	30,903.44	277,724.39	
8	1/5/2021	308,627.83	25,976.61	282,651.22	1,181,644.64
2021 Totals		308,627.83	25,976.61	282,651.22	
9	1/5/2022	308,627.83	20,962.38	287,665.45	893,979.19

2022 Totals	308,627.83	20,962.38	287,665.45		3/14/2013 3:25 PM Page 2
10 1/5/2023	308,627.83	15,859.19	292,768.64	601,210.55	
2023 Totals	308,627.83	15,859.19	292,768.64		
11 1/5/2024	308,627.83	10,665.48	297,962.35	303,248.20	
2024 Totals	308,627.83	10,665.48	297,962.35		
12 1/5/2025	308,627.83	5,379.63	303,248.20	0.00	
2025 Totals	308,627.83	5,379.63	303,248.20		
Grand Totals	3,501,422.64	375,013.64	3,126,409.00		

Last interest amount increased by 0.01 due to rounding.

ACCEPTANCE CERTIFICATE

FIRST NIAGARA LEASING, INC.
726 EXCHANGE STREET, SUITE 900
BUFFALO, NY 14210

Re: Master Lease Purchase Agreement dated as of March 29, 2013 between First Niagara Leasing, Inc. ("*Lessor*") and Town of Colchester, Connecticut and Lease Schedule No. 16804 (the "*Equipment Lease*")

Ladies and Gentlemen:

In accordance with the Equipment Lease, the undersigned, a duly qualified and acting representative of the Lessee ("*Lessee*") hereby certifies and represents to Lessor on behalf of the Lessee that:

(1) the Equipment, as such term is defined in the Equipment Lease, has been acquired, made, delivered and installed on the date indicated below;

(2) (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE EQUIPMENT LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

(3) attached is a completed Schedule A-1, containing all serial numbers and other applicable information with respect to the Equipment;

(4) attached are (a) evidence of insurance with respect to the Equipment in compliance with the Equipment Lease; (b) vendor invoice(s) and/or bill(s) of sale relating to the Equipment, and if such invoices have been paid by Lessee, evidence of payment thereof (evidence of official intent to reimburse such payment as required by the Code having been delivered separately by Lessee); and (c) the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is subject to certificate of title laws; and

(5) Lessee hereby authorizes and directs Lessor to fund the Purchase Price of the Equipment by paying the invoice prices to the vendor(s), in each case as set forth above, or by reimbursing Lessee in the event such invoice prices have been previously paid by Lessee.

⇒ **Acceptance Date of Equipment:** _____

Lessee: Town of Colchester, Connecticut

⇒ By: _____

Name: Gregg B. Schuster

Title: First Selectman

⇒ Date: _____

ATTACHMENTS

- (a) Schedule A-1
- (b) Evidence of Insurance
- (c) Invoices/bills of sale
- (d) Certificate of title (if applicable)

**LESSEE CERTIFICATE
AND
CERTIFICATE AS TO ARBITRAGE**

Re: Master Lease Purchase Agreement dated as of March 29, 2013 between First Niagara Leasing, Inc. (“**Lessor**”) and Town of Colchester, Connecticut Master Lease No. 16804 and Lease Schedule No. 16804 dated as of March 29, 2013 (collectively, the “**Equipment Lease**”).

The undersigned, being the duly elected, qualified and acting First Selectman of the Town of Colchester, Connecticut (“**Lessee**”), do hereby certify, as of March 29, 2013 as follows:

1. Lessee is a governmental unit with general taxing powers. Lessee shall assure that not in excess of five percent (5%) of the proceeds from the execution and delivery of the Equipment Lease is used (directly or indirectly) in a Private Business Use. For purposes hereof, “Private Business Use” shall mean any use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

2. The payment of the principal of, or interest on, no portion of the proceeds from the execution and delivery of the Equipment Lease is (under the terms of such Equipment Lease or any underlying arrangement), directly or indirectly (A) secured by any interest in (i) property used or to be used for a Private Business Use or (ii) payments in respect of such property or (B) to be derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used for a Private Business Use.

3. No portion of the proceeds from the execution and delivery of the Equipment Lease is to be used (directly or indirectly) to make or finance loans to persons other than “governmental units,” as such term is used in Section 141(c) of the Internal Revenue Code of 1986, as amended and the regulations and rulings promulgated thereunder (collectively, the “**Code**”).

4. Lessee will not take any action or permit or suffer any action to be taken if the result of the same would be to cause payments due pursuant to the Equipment Lease to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

5. The proceeds from the execution and delivery of the Equipment Lease do not constitute a “refunding bond” as that term is defined in Section 149(d)(3) of the Code.

6. The Equipment Lease is not being executed to enable Lessee to exploit the difference between tax exempt and taxable interest rates to gain a material advantage and increase the burden on the market for tax exempt obligations in any manner, including, without limitation, by executing an installment purchase contract that would not otherwise be executed,

or executing an installment purchase contract for a greater amount, or executing it sooner or permitting it to remain outstanding longer than would otherwise be necessary.

7. There are no funds or accounts established or held by Lessee (other than the Principal Amount held under the Escrow Agreement set forth below) which are reasonably expected to be used to pay debt service on the Equipment Lease or which are pledged as collateral for the Equipment Lease and for which there is reasonable assurance that amounts therein will be available to pay debt service on the Equipment Lease if Lessee encounters financial difficulties.

8. No other governmental obligations are being issued at substantially the same time and sold pursuant to a common plan of financing which will be paid out of (or have substantially the same claim to be paid out of) substantially the same source of funds as the payments due under the Equipment Lease.

9. (a) This certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the **"Equipment"**) to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Equipment Lease (together with all related documents executed pursuant thereto and contemporaneously herewith, the **"Financing Documents"**). As described in the Financing Documents, Lessor shall apply \$3,126,409.00 (the **"Principal Amount"**) toward the acquisition of the Equipment and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

(b) The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Lease Schedule. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by First Niagara Bank, N.A., as escrow agent (the **"Escrow Agent"**) pending acquisition of the Equipment under the terms of that certain Master Lease Escrow Agreement dated as of March 29, 2013, (the **"Escrow Agreement"**), by and among Lessor, Lessee and Escrow Agent.

(c) It is contemplated that the entire Principal Amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof

10. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by _____, 20____.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the

Code unless (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the date of the issuance of the Financing Documents, (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: (A) At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; (B) at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and (C) one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents or (iii) Lessee meets with the requirements set forth in Section 148(f)(4)(D) of the Code.

11. (a) Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment. Lessee shall have allocated, within three (3) years from the date of the issuance of the Financing Documents, an amount equal to at least eighty-five percent (85%) of the Principal Amount toward the costs of the Equipment.

(b) An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.

12. 100% of the "spendable proceeds" (as that term is defined in the Code) of the proceeds from the execution and delivery of the Equipment Lease is expected to be expended to pay Equipment costs.

13. The date of execution of the Equipment Lease has been determined solely on the basis of bona fide financial reasons, and to obtain a favorable rate of interest, and has not been determined with a view to prolonging abnormally the period between the execution of the Equipment Lease and the expenditure of the proceeds thereof.

14. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Code, respectively. Any monies which are earned from the investment of these funds shall be the property of the Lessee.

15. As provided in the Escrow Agreement, the Escrow Agent has agreed to retain and provide records of investments, earnings and drawdowns thereon with respect to the proceeds of

the Lease Schedule held in the Escrow Deposit Account (as that term is defined in the Escrow Agreement). Within fifteen (15) days after a “computation date” (as defined in Regulation 1.148-1(b)) the Lessee shall request such investment and drawdown information in connection with the calculation and payment of a rebate amount.

16 The representations, warranties, covenants and agreements contained Section 17 of the Equipment Lease are hereby made by the Lessee as of the date hereof and such provisions are incorporated by reference herein.

17. The Lessee will cause an information reporting return on IRS Form 8038-G to be accurately completed and duly filed under Section 149(e) of the Code not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Equipment Lease is entered into. A copy of Form 8038-G is attached as Exhibit A to this Certificate.

18. The Lessee hereby designates the Equipment Lease as a “qualified tax exempt obligation” as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax exempt obligations of subordinate entities of the Lessee) during the calendar year in which the commencement date of this Equipment Lease falls in amount not exceeding \$10,000,000.

IN WITNESS WHEREOF, I hereunto set my hand the day and year first above written.

Town of Colchester, Connecticut



By: _____

Title: First Selectman

EXHIBIT A

IRS Form 8038 and Related Materials

CERTIFICATE OF INCUMBENCY

Lessee: Town of Colchester, Connecticut

Lessor: First Niagara Leasing, Inc.

Master Lease Purchase Agreement Dated March 29, 2013 Master Lease No. 16804

I, the undersigned Town Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Town Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Connecticut, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices, for the terms, set forth opposite their respective names.

[NOTE: Use the same titles as authorized representatives stated in Resolutions.]

<u>Gregg B. Schuster</u>	<u>First Selectman</u>		
_____	_____	_____	_____
Name	Title	Term	Signature
_____	_____	_____	_____
Name	Title	Term	Signature

The Lessee did, at a Special Town Meeting of the Lessee held on January 23, 2013 by resolution duly enacted, in accordance with all requirements of law, approved and authorized the execution and delivery of the Equipment Lease and the documents and certificates associated therewith by any of the above-named representatives of Lessee.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____

Official Title: _____

Date: _____

[NOTE: If the Secretary/Clerk is also the authorized representative that executes a Lease-Purchase Agreement/documents by the above incumbency, this certificate must also be signed by a second officer.]

IMPORTANT

**Please be sure to complete the attached
IRS form (8038-G, 8038-GC)**

**Please return a signed COPY of the
attached form along with your signed
lease documents.**

**Please sign the statement below and
return it with a copy of the completed
(8038-G, 8038-GC) form**

Please mail the original to the IRS.

**I have completed the attached (8038-G,8038-GC) and
agree to mail it into the IRS per the instructions within
15 days of the funding of this transaction.**



**Gregg B. Schuster
First Selectman**

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>	
If obligations are BANs, check only box 19b		<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ► _____ years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded ► _____ years

33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ► _____

34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	▶ _____ Date	▶ _____ Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶ _____			Firm's EIN ▶ _____
	Firm's address ▶ _____			Phone no. _____

Instructions for Form 8038-G



Department of the Treasury
Internal Revenue Service

(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust

indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at TaxExemptBondQuestions@irs.gov and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation.

A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, and
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed

return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically

exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. Do not check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay

principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

Line 38. If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes

the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us

the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

CERTIFICATE OF INSURANCE REQUEST

⇒ **INSURANCE AGENT:**

⇒ **INSURANCE AGENT FAX #:**

⇒ **INSURANCE AGENT PHONE #:**

DATE:

PLEASE PROVIDE A CERTIFICATE OF INSURANCE FOR:

LESSEE: TOWN OF COLCHESTER, CONNECTICUT

EQUIPMENT LOCATION:

EQUIPMENT COST: \$3,126,409.00

PLEASE REFERENCE DEAL # 16804 WITH THE ABOVE EQUIPMENT COST AND THE EQUIPMENT LOCATION.

EQUIPMENT: ENERGY PERFORMANCE CONTRACT

****PLEASE LIST THE FOLLOWING AS LOSS PAYEE AND ADDITIONAL INSURED****

**FIRST NIAGARA LEASING, INC. (ISAOA)
726 EXCHANGE ST. SUITE 900
BUFFALO, NY, 14210**

THE CERTIFICATE MUST SHOW THE FOLLOWING:

- 1) EQUIPMENT LOCATION
- 2) EFFECTIVE DATES
- 3) LIMITS
- 4) EQUIPMENT COST, DESCRIPTION AND ALL APPLICABLE SERIAL NUMBERS AND/OR VIN'S
- 5) DEDUCTIBLE MUST BE LISTED ON THE POLICY NUMBER FOR PHYSICAL DAMAGE AND LIABILITY IF BOTH ARE APPLICABLE.

**PLEASE FAX CERTIFICATE TO ME AT 800 745-5822
OR E-MAIL TO ME AT ELEANOR.RANDLE@FNFG.COM**

IF YOU HAVE ANY QUESTIONS PLEASE CALL ME AT 800-388-8514 X5581

LEASE ESCROW AGREEMENT
Dated as of March 29, 2013

This Escrow Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Agreement") is made and entered as of the date set forth above by and among the Escrow Agent identified below ("Escrow Agent"), the Lessee identified below ("Lessee") and the Lessor identified below ("Lessor").

Escrow Agent: First Niagara Bank, N.A.

Lessee: Town of Colchester, Connecticut

Lessor: First Niagara Leasing, Inc.

For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals.

1.01 Lessor and Lessee have entered into the Lease identified below (**a copy of which is attached to this Agreement as Exhibit A**) whereby Lessor has agreed to lease and sell certain property described therein (the "Equipment") to Lessee, and Lessee has agreed to lease and purchase the Equipment from Lessor, in the manner and on the terms set forth in the Lease.

1.02 "Lease" means, collectively, the Lease Schedule identified below and the Master Lease-Purchase Agreement identified in said Lease Schedule (to the extent that it relates to said Lease Schedule) together with all exhibits, schedules, addenda, riders and attachments thereto.

Lease Schedule No.: 16804

1.03 **LESSOR'S DEPOSIT: \$3,126,409.00.** Lessor shall pay or cause to be paid to the Escrow Agent the amount of the Lessor's Deposit which will be credited to the Equipment Acquisition Fund established in Section 2 hereof. To the extent that the Purchase Price of the Equipment exceeds the Lessor's Deposit, Lessee shall either deposit with Escrow Agent funds which will be credited to the Equipment Acquisition Fund and used to pay the balance of the Purchase Price of the Equipment or Lessee shall pay such balance directly to the suppliers.

1.04 **FUNDING EXPIRATION DATE:** _____. Lessee and Lessor agree that all equipment should be delivered and installed, and all funds disbursed from the Equipment Acquisition Fund, no later than the above Funding Expiration Date.

1.05 Under the Lease, Lessee will cause each item of Equipment to be ordered from the applicable suppliers. Lessee shall furnish to Lessor as soon as available, a copy of the purchase orders or purchase contracts for all Equipment ordered pursuant to the Lease, showing the Supplier, the Purchase Price and the estimated delivery dates.

1.06 Subject to such control by Lessee and Lessor as is provided herein, Lessor and Lessee agree to employ the Escrow Agent to receive, hold, invest and disburse the moneys to be paid to the Escrow Agent as described in Section 1.03, all as hereinafter provided. The Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor under the Lease or of any supplier with respect to any Equipment by reason of anything contained in this Agreement. Any funds in the Equipment Acquisition Fund not needed to pay the Purchase Price of Equipment will be paid to Lessor or Lessee, all as hereinafter provided.

1.07 This Agreement is not intended to alter or change in any way the rights and obligations of Lessor and Lessee under the Lease, but is entirely supplemental thereto. The terms capitalized in this Agreement but not defined herein shall have the meanings given to them in the **Exhibit A**.

1.08 Each of the parties hereto has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

Section 2. Equipment Acquisition Fund.

2.01 The Escrow Agent shall establish a special escrow fund designated as the Equipment Acquisition Fund (the "Equipment Acquisition Fund"), shall keep such fund separate and apart from all other funds and money held by it, and shall administer such fund as provided in this Agreement.

2.02 The Lessor's Deposit and any funds deposited by Lessee under Section 1.03 hereof shall be credited to the Equipment Acquisition Fund which shall be used to pay the balance of the Purchase Price of each item of Equipment payable with respect thereto upon receipt of all of the following:

- (a) a Receipt Certificate/Payment Request executed by Lessor and Lessee which describes the items of Equipment for which payment is to be made and specifies each Supplier and its address and the applicable portion of the Purchase Price of the items of Equipment to be paid;
- (b) the suppliers' invoices specifying the applicable portion of the Purchase Price of the items of Equipment described in said Receipt Certificate; and
- (c) if the item of Equipment is a titled vehicle, a copy of the Manufacturer's Statement of Origin (MSO) covering such item showing Lessor as first and sole lienholder.

2.03 If Lessor delivers to the Escrow Agent written notice of the occurrence of an event of default under the Lease or of a termination of the Lease due to a non-appropriation event or non-renewal event under the Lease, then the Escrow Agent shall immediately remit to Lessor the remaining balance of the Equipment Acquisition Fund.

2.04 Upon the Escrow Agent's receipt of a Full Funding Notice (as hereinafter defined), the Escrow Agent shall apply the balance remaining in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal portion of the Rent Payment next coming due under the Lease; or (b) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

"Full Funding Notice" means the Final Receipt Certificate/Payment Request which confirms that all Equipment covered by the Lease has been delivered to and accepted by Lessee under the Lease and that the full amount of the Lessor's Deposit has been paid to the applicable suppliers.

2.05 Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the balance of the Lessor's Deposit remaining in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal portion of the Rent Payment next coming due under the Lease; or (b) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised payment Schedule reflecting such partial prepayment of principal.

Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the interest earnings on the Lessor's Deposit as set forth in Section 2.04 above.

2.06 The Escrow Agent shall not be responsible for the sufficiency of the moneys credited to the Equipment Acquisition Fund to make the payments herein required.

Section 3. Escrow Agent's Authority; Indemnification.

3.01 The Escrow Agent may: act in reliance upon any writing, notice, certificate, instruction, instrument or signature which it, in good faith, believes to be genuine; assume the validity and accuracy of any statement or assertion contained in such a writing, notice, certificate, instruction or instrument; and assume that any person purporting to give any such writing, notice, certificate, instruction or instrument in connection with the provisions hereof has been duly authorized to do so. Except as expressly provided otherwise in this Agreement, the Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form of, the manner of execution of, or the validity, accuracy or authenticity of any writing, notice, certificate, instruction or instrument deposited with it, nor as to the identity, authority or right of any person executing the same. The Escrow Agent's duties hereunder (including, without limitation, its duties as to the safekeeping, investment and disbursement of moneys in the Equipment Acquisition Fund) shall be limited to those specifically provided herein.

3.02 Lessee, to the extent permitted by law, and Lessor jointly and severally shall indemnify, defend and save harmless the Escrow Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of pocket and incidental expenses and fees and expenses of in house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent and that such Losses are due to the gross negligence or willful misconduct of the Escrow Agent, or (ii) its following an instruction or other direction from Lessee or the Lessor, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The provisions of this Section 3.02 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Escrow Agent. In no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

3.03 Lessee, to the extent permitted by law, and Lessor hereby grant Escrow Agent a first priority security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the costs and expenses of the foregoing of Section 3.02 and for any other expenses, costs, fees or charges of any character or nature which may be incurred by the Escrow Agent (including reasonable attorney's fees and court costs) relating to any suit (interpleader or otherwise) or other dispute arising between Lessee and Lessor as to the correct interpretation of the Lease, this agreement or any instructions given to the Escrow Agent hereunder, with the right of the Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said expenses, costs, fees and charges shall be fully paid.

3.04 If Lessee or Lessor disagree about the interpretation of the Lease or this Agreement, about their rights and obligations under the Lease or this Agreement, or about the propriety of any action contemplated by the Escrow Agent hereunder, then the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Lessee, to the extent permitted by law, and Lessor shall pay all costs, including reasonable attorneys' fees, in connection with such action. The Escrow Agent shall be fully protected in suspending all or any part of its activities under this Agreement until a final judgment in such action is received.

3.05 The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or of any acts or omissions of any kind unless caused by the Escrow Agent's gross negligence or willful misconduct. None of the provisions contained in this agreement shall require the Escrow Agent to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

Section 4. Escrow Agent Fees.

§ N/A ("Acceptance Fee") As compensation for Escrow Agent's services hereunder, Lessee agrees to pay Escrow Agent the above Acceptance Fee; provided, that Escrow Agent will waive the Acceptance Fee so long as the Qualified Investment for the Lessor's Deposit shall be an eligible deposit of any bank affiliate of the Escrow

Agent and/or any bank affiliate of the Lessor, so long as such entity is an eligible depository for Connecticut municipalities. If the Acceptance Fee is payable by Lessee, then Lessee authorizes Escrow Agent either to deduct said Acceptance Fee from the interest and earnings otherwise payable to Lessee under this Agreement or to bill and collect said Acceptance Fee at the Funding Expiration Date. In addition, Lessee agrees, to the extent permitted by law, to reimburse Escrow Agent for its reasonable out-of-pocket costs and expenses and any extraordinary fees and expenses for performing its obligations hereunder (including, but not limited to, attorney's fees and expenses) and to pay all other amounts expressly due and payable to Escrow Agent hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

First Niagara Bank, N.A.
("Escrow Agent")

By: _____

Title: _____

First Niagara Leasing, Inc.
("Lessor")

By: _____

Title: Authorized Representative

Town of Colchester, Connecticut
("Lessee")

By: _____

Title: First Selectman _____

ESCROW FUNDING. SCHEDULE ADDENDUM
dated as of March 29, 2013

Lease Schedule No. 16804

Lessee: Town of Colchester, Connecticut

Escrow Agent: First Niagara Bank, N.A.

Escrow Agreement dated as of March 29, 2013

Amount To Be Deposited Into Escrow: \$3,126,409.00 ("Lessor's Deposit")

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between First Niagara Leasing, Inc. ("Lessor") And the above lessee ("Lessee"). As used herein, "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Lease, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Lessee and Lessor together with the above Escrow Agent ("Escrow Agent") have entered into the above Escrow Agreement ("Escrow Agreement") establishing an Escrow Account ("the Account") which the Escrow Agent will hold on behalf of the Lessee and from which the Purchase Price of the Equipment will be paid.


2. Lessor shall deposit such amount into the Account as is required by the Escrow Agreement, which amount shall be used by the Lessor to pay the balance of the Purchase Price of the Equipment by direct payment to the Supplier of the Equipment.

3. Upon Lessee's execution of the Escrow Agreement, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Escrow Agreement and to perform its obligations under the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Escrow Agreement has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; and (c) the Escrow Agreement is authorized under, and the authorization, execution and delivery of the Escrow Agreement complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and public investment laws) and all applicable judgments and court orders.

4. It shall be an additional event of default under the Lease if Lessee fails to pay or perform any of its obligations under the Escrow Agreement or this Addendum or if any of the representations of Lessee in the Escrow Agreement or this Addendum prove to be false, misleading or erroneous in any material respect.

5. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Lease remains unchanged and in full force and effect.

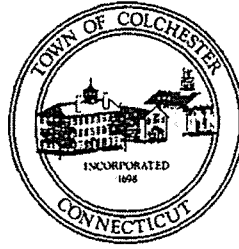
IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

 Town of Colchester, Connecticut
(Lessee)

By: _____
Title: First Selectman

First Niagara Leasing, Inc.
(Lessor)

By: _____
Title: Authorized Representative



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

Date: March 17, 2013

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Anthem Group Health Plan Business Associate Agreement –
Protected Health Information

Background

Anthem Blue Cross and Blue Shield is the provider of claims administrative services with respect to the Town and Board of Education group health insurance plans. Anthem is currently in the process of updating their Business Associate Agreement records and has requested that the attached agreement be signed by the Town and returned to them. The purpose of the Business Associate Agreement is to establish the terms under which Anthem may use or disclose Protected Health Information so that the Group Health Plan may comply with the applicable requirements of the Health Insurance Portability and Accountability Act of 1996, and the Health Information Technology for Economic and Clinical Health Act.

Recommendation

Authorize the First Selectman to sign the Business Associate Agreement with Anthem Blue Cross and Blue Shield.

Group Health Plan Business Associate Agreement

This Business Associate Agreement (“Agreement”) is effective as of March 12, 2013 and is made among Business Associate, and the Group Health Plan (“Plan”), and the Employer (“Employer”) named on the signature page of this Agreement.

WITNESSETH AS FOLLOWS:

WHEREAS, Employer has established and maintains a plan of health care benefits which is administered by the Employer or its designee as an employee welfare benefit plan as defined by Section 3(1) of the Employee Retirement Income Security Act of 1974 (“ERISA”);

WHEREAS, Employer has retained Business Associate to provide certain claims administrative services with respect to the Plan which are described and set forth in a separate Administrative Services Agreement among those parties (“ASO Agreement”), as amended from time to time;

WHEREAS, Employer is authorized to enter into this agreement on behalf of Plan;

WHEREAS, the parties to this Agreement desire to establish the terms under which Business Associate may use or disclose Protected Health Information (as defined herein) such that the Plan may comply with applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164) (“HIPAA Privacy Regulation” and/or “HIPAA Security Regulation”) and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), that are applicable to business associates, along with any guidance and/or regulations issued by DHHS.

WHEREAS, Plan and Business Associate agree to incorporate into this Agreement any regulations issued with respect to the HITECH Act that relate to the obligations of business associates. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH Act. ;

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Plan, Employer and Business Associate hereby agree as follows:

PART 1—BUSINESS ASSOCIATE’S RESPONSIBILITIES

I. PRIVACY OF PROTECTED HEALTH INFORMATION

A. Confidentiality of Protected Health Information

Except as permitted or required by this Agreement, Business Associate will not use or disclose Protected Health Information without the authorization of the Individual who is the subject of such information or as required by law.

B. Prohibition on Non-Permitted Use or Disclosure

Business Associate will neither use nor disclose Individuals’ Protected Health Information except (1) as permitted or required by this Agreement, or any other agreement between the parties, (2) as permitted in writing by the Plan or its Plan administrator, (3) as authorized by Individuals, or (4) as required by law.

C. Permitted Uses and Disclosures

Business Associate is permitted to use or disclose Individuals’ Protected Health Information as follows:

1. Functions and Activities on Plan’s Behalf

Business Associate will be permitted to use and disclose Individuals’ Protected Health Information (a) for the management, operation and administration of the Plan, (b) for the services set forth in the ASO Agreement, which include (but are not limited to) Treatment, Payment

activities, and/or Health Care Operations as these terms are defined in this Agreement and 45 Code of Federal Regulations § 164.501, and (c) as otherwise required to perform its obligations under this Agreement and the ASO Agreement, or any other agreement between the parties provided that such use or disclosure would not violate the HIPAA Privacy or Security Regulations if done by the Plan and the HITECH Act,

2. **Business Associate's Own Management and Administration**

a. **Protected Health Information Use**

Business Associate may use Individuals' Protected Health Information as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities.

b. **Protected Health Information Disclosure**

Business Associate may disclose Individuals' Protected Health Information as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only (i) if the disclosure is required by law, or (ii) if before the disclosure, Business Associate obtains from the entity to which the disclosure is to be made reasonable assurance, evidenced by written contract, that the entity will (x) hold Individuals' Protected Health Information in confidence, (y) use or further disclose Individuals' Protected Health Information only for the purposes for which Business Associate disclosed it to the entity or as required by law; and (z) notify Business Associate of any instance of which the entity becomes aware in which the confidentiality of any Individuals' Protected Health Information was breached.

3. **Miscellaneous Functions and Activities**

a. **Protected Health Information Use**

Business Associate may use Individuals' Protected Health Information as necessary for Business Associate to perform Data Aggregation services, and to create Deidentified Information, Summary Health Information and/or Limited Data Sets.

b. **Protected Health Information Disclosure**

Business Associate may disclose, in conformance with the HIPAA Privacy Regulation, Individuals' Protected Health Information to make Incidental Disclosures and to make disclosures of Deidentified Information, Limited Data Set Information, and Summary Health Information.

4. **Minimum Necessary and Limited Data Set.**

Business Associate's use, disclosure or request of Protected Health Information shall utilize a Limited Data Set if practicable. Otherwise, Business Associate will make reasonable efforts to use, disclose, or request only the minimum necessary amount of Individuals' Protected Health Information to accomplish the intended purpose.

D. Disclosure to Plan and Employer (and their Subcontractors)

Other than disclosures permitted by Section I.C above, Business Associate will not disclose Individuals' Protected Health Information to the Plan, its Plan administrator or Employer, or any business associate or subcontractor of such parties except as set forth in Section VIII.

E. Disclosure to Business Associate's Subcontractors and Agents

Business Associate will require its subcontractors and agents to provide reasonable assurance, evidenced by written contract, that such other entity will comply with the same privacy and security obligations with respect to Individuals' Protected Health Information as applies to Business Associate.

F. Reporting Non-Permitted Use or Disclosure, Breaches and Security Incidents

1. Non-permitted Use or Disclosure. Business Associate will promptly report to the Plan any use or disclosure of Individuals' Protected Health Information not permitted by this Agreement or in writing by the Plan or its Plan administrator, of which Business Associate becomes aware.
2. Security Incidents. In addition to reporting to Plan any use or disclosure of Protected Health Information not permitted by the Agreement, Business Associate will also report any Breach or security incidents of which Business Associate becomes aware. A security incident is an attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system, and involves only electronic Protected Health Information that is created, received maintained or transmitted by or on behalf of Business Associate, that is in electronic form. The parties acknowledge and agree that this section constitutes notice by Business Associate to Company of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Company shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI or NPFI.
3. Breach. Business Associate will promptly report to Plan any Breach of Unsecured PHI. Business Associate will cooperate with Plan in investigating the Breach and in meeting the Plan's obligations under the HITECH Act and other applicable Security Breach notification laws. In addition to providing notice to Plan of a Breach, Business Associate will provide any required notice to individuals and applicable regulators on behalf of Plan, unless Plan is otherwise notified by Business Associate

G. Termination for Breach of Privacy Obligations

Without limiting the rights of the parties set forth in the ASO agreement, each party will have the right to terminate this Agreement and the ASO Agreement if the other has engaged in a pattern of activity or practice that constitutes a material breach or violation of their obligations regarding Protected Health Information under this Agreement.

Prior to terminating this Agreement as set forth above, the terminating party shall provide the other with an opportunity to cure the material breach. If these efforts to cure the material breach are unsuccessful, as determined by the terminating party in its reasonable discretion, parties shall terminate the ASO Agreement and this Agreement, as soon as administratively feasible. If for any reason a party has determined the other has breached the terms of this Agreement and such breach has not been cured, but the non-breaching party determines that termination of the Agreement is not feasible, the party may report such breach to the U.S. Department of Health and Human Services.

H. Disposition of Protected Health Information

1. Return or Destruction Upon ASO Agreement End

The parties agree that upon cancellation, termination, expiration or other conclusion of the ASO Agreement, destruction or return of all Protected Health Information, in whatever form or medium (including in any electronic medium under Business Associate's custody or control) is not feasible given the regulatory requirements to maintain and produce such information for extended periods of time after such termination. In addition, Business Associate is required to maintain such records to support its contractual obligations with its vendors and network providers. Business

Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those consistent with applicable law for so long as Business Associate, or its subcontractors or agents, maintains such Protected Health Information. Business Associate may destroy such records in accordance with applicable law and its record retention policy that it applies to similar records.

2. Exception When Business Associate Becomes Plan's Health Insurance Issuer

If upon cancellation, termination, expiration or other conclusion of the ASO Agreement, Business Associate (or an affiliate of Business Associate) becomes the Plan's health insurance underwriter, then Business Associate shall transfer any Protected Health Information that Business Associate created or received for or from Plan to that part of Business Associate (or affiliate of Business Associate) responsible for health insurance functions.

3. Survival of Termination

The provisions of this Section I.H. shall survive cancellation, termination, expiration, or other conclusion of this Agreement and the ASO Agreement.

II. ACCESS, AMENDMENT AND DISCLOSURE ACCOUNTING

A. Access

1. Business Associate will respond to an Individual's request for access to his or her Protected Health Information as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the Individual. Despite the fact that the request is not made to the Plan, Business Associate will respond to the request with respect to the Protected Health Information Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
2. In addition, Business Associate will assist the Plan in responding to requests by Individuals that are made to the Plan to invoke a right of access under the HIPAA Privacy Regulation by performing the following functions:

Upon receipt of written notice (includes faxed and emailed notice) from the Plan, Business Associate will make available for inspection and obtaining copies by the Plan, or at the Plan's direction by the Individual (or the Individual's personal representative), any Protected Health Information about the Individual created or received for or from the Plan in Business Associate's custody or control, so that the Plan may meet its access obligations under 45 Code of Federal Regulations § 164.524, and, where applicable, the HITECH Act. Business Associate will make such information available in an electronic format where required by the HITECH Act.

B. Amendment

1. Business Associate will respond to an Individual's request to amend his or her Protected Health Information as part of Business Associate's normal customer service functions, if the request is communicated to Business Associate directly by the Individual. Despite the fact that the request is not made to the Plan, Business Associate will respond to the request with respect to the Protected Health Information Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
2. In addition, Business Associate will assist the Plan in responding to requests by Individuals that are made to the Plan to invoke a right to amend under the HIPAA Privacy Regulation by performing the following functions:

Upon receipt of written notice (includes faxed and emailed notice) from the Plan, Business Associate will amend any portion of the Protected Health Information created or received for or from the Plan in Business Associate's custody or control, so that the Plan may meet its amendment obligations under 45 Code of Federal Regulations §164.526.

C. Disclosure Accounting

1. Business Associate will respond to an Individual's request for an accounting of disclosures of his or her Protected Health Information as part of Business Associate's normal customer service function, if the request is communicated to the Business Associate directly by the Individual. Despite the fact that the request is not made to the Plan, Business Associate will respond to the request with respect to the Protected Health Information Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
2. In addition, Business Associate will assist the Plan in responding to requests by Individuals that are made to the Plan to invoke a right to an accounting of disclosures under the HIPAA Privacy Regulation by performing the following functions so that the Plan may meet its disclosure accounting obligation under 45 Code of Federal Regulations § 164.528:

a. Disclosure Tracking

Business Associate will record each disclosure that Business Associate makes of Individuals' Protected Health Information, which is not excepted from disclosure accounting under Section II.C.2.b.

The information about each disclosure that Business Associate must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (c) a brief description of the Protected Health Information disclosed, and (d) a brief statement of the purpose of the disclosure or a copy of any written request for disclosure under 45 Code of Federal Regulations §164.502(a)(2)(ii) or §164.512. Disclosure Information also includes any information required to be provided by the HITECH Act.

For repetitive disclosures of Individuals' Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including to the Plan or Employer), Business Associate may record (a) the Disclosure Information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.

b. Exceptions from Disclosure Tracking

Business Associate will not be required to record Disclosure Information or otherwise account for disclosures of Individuals' Protected Health Information (a) for Treatment, Payment or Health Care Operations, (except where required by the HITECH Act, as of the effective dates of such requirements) (b) to the Individual who is the subject of the Protected Health Information, to that Individual's personal representative, or to another person or entity authorized by the Individual (c) to persons involved in that Individual's health care or payment for health care as provided by 45 Code of Federal Regulations § 164.510, (d) for notification for disaster relief purposes as provided by 45 Code of Federal Regulations § 164.510, (e) for national security or intelligence purposes, (f) to law enforcement officials or correctional institutions regarding inmates, (g) that are incident to a use or disclosure that is permitted by this Agreement or the ASO Agreement, (h) as part of a limited data set in accordance with 45 Code of Federal Regulations § 164.514(e), or (i) that occurred prior to the Plan's compliance date.

c. Disclosure Tracking Time Periods

Unless otherwise provided by the HITECH Act and/or any accompanying regulations, Business Associate will have available for the Plan the Disclosure Information required by Section II.C.2.a above for the six (6) years immediately preceding the date of the Plan's request for the Disclosure Information.

d. Provision of Disclosure Accounting

Upon receipt of written notice (includes faxed and emailed notice) from the Plan, Business Associate will make available to the Plan, or at the Plan's direction to the Individual (or the Individual's personal representative), the Disclosure Information regarding the Individual, so the Plan may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528 and the HITECH Act.

D. Confidential Communications

1. Business Associate will respond to an Individual's request for a confidential communication as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the Individual. Despite the fact that the request is not made to the Plan, Business Associate will respond to the request with respect to the Protected Health Information Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation. If an Individual's request, made to Business Associate, extends beyond information held by Business Associate or Business Associate's subcontractors, Business Associate will inform the Individual to direct the request to the Plan, so that Plan may coordinate the request. Business Associate assumes no obligation to coordinate any request for a confidential communication of Protected Health Information maintained by other business associates of Plan.

2. In addition, Business Associate will assist the Plan in responding to requests by Individuals that are made to the Plan to invoke a right of confidential communication under the HIPAA Privacy Regulation by performing the following functions:

Upon receipt of written notice (includes faxed and emailed notice) from the Plan, Business Associate will begin to send all communications of Protected Health Information directed to the Individual to the identified alternate address so that the Plan may meet its access obligations under 45 Code of Federal Regulations § 164.524.

E. Restrictions

1. Business Associate will respond to an Individual's request for a restriction as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the Individual. Despite the fact that the request is not made to the Plan, Business Associate will respond to the request with respect to the Protected Health Information Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.

2. In addition, Business Associate will promptly, upon receipt of notice from Plan, restrict the use or disclosure of Individuals' Protected Health Information, provided the Business Associate has agreed to such a restriction. Plan and Employer understand that Business Associate administers a variety of different complex health benefit arrangements, both insured and self-insured, and that Business Associate has limited capacity to agree to special privacy restrictions requested by Individuals. Accordingly, Plan and Employer

agree that it will not commit Business Associate to any restriction on the use or disclosure of Individuals' Protected Health Information for Treatment, Payment or Health Care Operations without Business Associate's prior written approval.

III. SAFEGUARD OF PROTECTED HEALTH INFORMATION

Business Associate will develop and maintain reasonable and appropriate administrative, technical and physical safeguards, as required by Social Security Act § 1173(d) and 45 Code of Federal Regulations §164.530(c) and as required by the HITECH Act, to ensure and to protect against reasonably anticipated threats or hazards to the security or integrity of health information, to protect against reasonably anticipated unauthorized use or disclosure of health information, and to reasonably safeguard Protected Health Information from any intentional or unintentional use or disclosure in violation of this Agreement.

Business Associate will also develop and use appropriate administrative, physical and technical safeguards to preserve the Availability of electronic Protected Health Information, in addition to preserving the integrity and confidentiality of such Protected Health Information. The "appropriate safeguards" Business Associate uses in furtherance of 45 Code of Federal Regulations §164.530(c), will also meet the requirements contemplated by 45 Code of Federal Regulations Parts 160, 162 and 164, as amended from time to time.

IV. COMPLIANCE WITH STANDARD TRANSACTIONS

Business Associate will comply with each applicable requirement for Standard Transactions established in 45 Code of Federal Regulations Part 162 when conducting all or any part of a Standard Transaction electronically for, on behalf of, or with the Plan.

V. INSPECTION OF BOOKS AND RECORDS

Business Associate will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information created or received for or from the Plan available to the U.S. Department of Health and Human Services to determine Plan's compliance with 45 Code of Federal Regulations Parts 160-64 or this Agreement.

VI. MITIGATION FOR NON-PERMITTED USE OR DISCLOSURE

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

PART 2 – PLAN'S RESPONSIBILITIES

VII. PLAN'S NOTICE OF PRIVACY PRACTICES

A. Preparation of Plan's Notice of Privacy Practices. Plan shall be responsible for the preparation of its Notice of Privacy Practices ("NPP"). To facilitate this preparation, upon Plan's or Employer's request, Business Associate will provide Plan with its NPP that Plan may use as the basis for its own NPP. Plan will be solely responsible for the review and approval of the content of its NPP, including whether its content accurately reflects Plan's privacy policies and practices, as well as its compliance with the requirements of 45 C.F.R. § 164.520. Unless advance written approval is obtained from Business Associate, the Plan shall not create any NPP that imposes obligations on Business Associate that are in addition to or that are inconsistent with the NPP prepared by Business Associate or with the obligations assumed by Business Associate hereunder.

B. Distribution of Notice of Privacy Practice. Plan shall bear full responsibility for distributing its own NPP as required by the Privacy Regulation.

C. Changes to Protected Health Information. Plan shall notify Business Associate of any change(s) in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent

that such change(s) may affect Business Associate's Use or Disclosure of such Protected Health Information.

PART 3—DISCLOSURE OF PROTECTED HEALTH INFORMATION TO THE PLAN, EMPLOYER AND OTHER BUSINESS ASSOCIATES

VIII. DISCLOSURE OF PROTECTED HEALTH INFORMATION

The following provisions apply to disclosures of Protected Health Information to the Plan, Employer and other business associates of the Plan.

A. Disclosure to Plan

Unless otherwise provided by this Section VIII, all communications of Protected Health Information by Business Associate shall be directed to the Plan.

B. Disclosure to Employer

Business Associate may provide Summary Health Information regarding the Individuals in the Plan to Employer upon Employer's written request for the purpose either (a) to obtain premium bids for providing health insurance coverage for the Plan, or (b) to modify, amend or terminate the Plan.

Business Associate may provide information to Employer on whether an individual is participating in the Plan or is enrolled in or has disenrolled from any insurance coverage offered by the Plan.

C. Disclosure to Other Business Associates and Subcontractors

Business Associate may disclose Individuals' Protected Health Information to other entities or business associates of the Plan if the Plan authorizes Business Associate in writing to disclose Individuals' Protected Health Information to such entity or business associate. The Plan shall be solely responsible for ensuring that any contractual relationships with these entities or business associates and subcontractors comply with the requirements of 45 Code of Federal Regulations § 164.504(e) and § 164.504(f).

PART 4—MISCELLANEOUS

IX. AGREEMENT TERM

This Agreement will continue in full force and effect for as long as the ASO Agreement remains in full force and effect. This Agreement will terminate upon the cancellation, termination, expiration or other conclusion of the ASO Agreement.

X. AUTOMATIC AMENDMENT TO CONFORM TO APPLICABLE LAW

Upon the effective date of any final regulation or amendment to final regulations with respect to Protected Health Information, Standard Transactions, the security of health information or other aspects of the Health Insurance Portability and Accountability Act of 1996 applicable to this Agreement or to the ASO Agreement, this Agreement will automatically amend such that the obligations imposed on the Plan, Employer, and Business Associate remain in compliance with such regulations, unless Business Associate elects to terminate the ASO Agreement by providing Employer notice of termination in accordance with the ASO Agreement at least thirty (30) days before the effective date of such final regulation or amendment to final regulations.

XI. CONFLICTS

The provisions of this Agreement will override and control any conflicting provision of the ASO Agreement. All other provisions of the ASO Agreement remain unchanged by this Agreement and in full force and effect.

XII. NO THIRD PARTY BENEFICIARIES

The parties agree that there are no intended third party beneficiaries under this Agreement. This provision shall survive cancellation, termination, expiration, or other conclusion of this Agreement and the ASO Agreement.

XIII. INTERPRETATION

Any ambiguity in this Agreement or the ASO Agreement or in operation of the Plan shall be resolved to maintain compliance with the Regulations enacted pursuant to HIPAA Administrative Simplification.

XIV. DEFINITIONS

Unless otherwise defined in this Agreement, the capitalized terms set forth herein have the meanings ascribed to them under the HIPAA Privacy Regulation and/or HIPAA Security Regulation or the HITECH Act. A reference in this Agreement to the Privacy Regulation, Security Regulation or HIPAA shall mean the section as in effect or as amended,

XV. REFERENCES

References herein to statutes and regulations shall be deemed to be references to those statutes and regulations as amended or recodified.

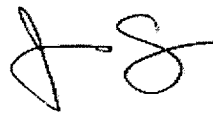
On Behalf of the Group Health Plan and Employer:

Business Associate:

Name of the Group Health Plan/Employer

Anthem Blue Cross and Blue Shield
Name of Business Associate

Signature



Signature

Printed Name

James Augur

Printed Name

Title

Regional Vice President Sales

Title

Date

March 12, 2013

Date

SUGGESTIONS TO PERSONNEL POLICY:

1. Five weeks vacation after 20 years.
2. Holiday the day after Christmas when Christmas falls on a week day.
3. Full day holiday on Christmas Eve.
4. Five personal days.
5. Five bereavement days for immediate family.
6. 8% Employer/Employee 401a

Items of concern regarding Personnel Policies:

Page 10

I do not think the First Selectman should have sole authority of hiring or firing any employee. This should be discussed in front of the entire board before any decision is made.

Page 15

It should be up to the employees discretion as to whether they want direct deposit of their paycheck.

Page 17

The Town should not have the right to modify/eliminate any benefits or carriers with/without prior notice to employees. It should be voted on by all employees with a majority rules. A very high percentage of employees are extremely unhappy with our new insurance benefits. Many felt coerced into accepting the new insurance which is a great step down from what we had. Futhermore, we are left to wonder why we had to accept the new benefits (with the use of smoke screens and threats of no raises if we didn't) while the First Selectman still has the older version. No one should be exempt.

Page 19

First Selectman/Board of Selectmen should not be allowed to grant newly-hired employees more vacation time than the table allots. This is grossly unfair to employees that have put their required time in for such earned benefits.

Page 23

In regards to life insurance. There should not be a difference in pay out between exempt and non-exempt employees.

Page 25

There are some instances when an employee can not foresee a personal crisis therefore they may not be able to submit a written request. Futhermore, a Personal Day may be "personal" and should not have to be permitted contingent upon a supervisors approval.

Page 26

Any employee who is absent 3 or more consecutive days, within reason, should not be made to bring in a doctors note. If we are bedridden with the flu, for example, it is not fair that we may be required to bring in a note from our doctor and have to yet again reach into our pockets for the co-payment.

Page 27

A niece, nephew, aunt and uncle should be considered immediate family therefore allowed a 3 day bereavement. All inlaws should be classified as one and granted a maximum of 2 days.

Page 31

In the event that both spouses work for the same employer and request leave for the birth/placement of a child or caring of a seriously ill parent they should not be made to 'combine' the allowed 12 weeks. That sounds like a penalty due to marriage.

Page 37

Due to the high cost of living and price of fuel, in the event that an employee is required to use their personal vehicle for approved official Town business they should be reimbursed bi-weekly as opposed to monthly.

In retrospect of articles in local newspapers shedding light on what the First Selectman appears to be doing or is trying to do behind closed doors, I feel any language in the Employee Handbook & Personnel Policies that allows the First Selectman to have sole or final say on anything could be detrimental. Such language should be striked out and reworded as First Selectman **and** the Board of Selectmen.

Suggestion for Policies

I would like to see some direction given about the authority of board members. Many times board members try to give orders and instructions to us. Sometimes it is an attempt to give good guidance. Sometimes it can get disruptive like when Rosemary Coyle tries to intimidate us to get her way.

Who is in charge?

**SUGGESTIONS FOR EMPLOYEE HANDBOOK
AND PERSONNEL POLICIES – 2013**

Changes:

Page 16 – Exempt Employee Pay, 1st paragraph 3rd line: This salary will be established at the time of hire or when you become classified as an exempt employee, **excluding Elected Officials as defined in paragraph F on page 8 of these policies.**

Page 18 – Vacations, 3rd paragraph 13th line: **More than 10 years, a day for each year worked thereafter.**

Page 22 – Individual Retirement Account 401(a) Plan, 1st paragraph 2nd line: **Employees who are regularly scheduled to work at least thirty-five (35) hours per week, including Elected Officials, have the option to participate in a Section 401 (a) Plan after the end of his/her probationary period.**

Page 23 – Life Insurance, 2nd paragraph 1st line: **Full-time, exempt employees and Elected Officials are provided group life insurance in the amount of \$60,000.**

Page 38 – Acceptable Computer Network and Office Equipment Use, 1st paragraph 1st line: **The use of electronic communications and internet access is intended for official town business.**

3rd paragraph: **The First Selectman and Board of Selectmen have the right to review, audit, intercept, access and/or disclose all messages and/or images created, received or sent over the electronic mail system. Remove next sentence altogether. Keep next sentence. The Board of Selectmen may limit or deny individual's access to the system.**

Quoting from the proposed policy “Your job performance and your ability to comply with policies and practices directly affect your career advancement, your pay, and your continued employment.” Page 12 This seems to be a new statement and the hope is that it will mean something and the policy will be enforced.

Time clocks have been done away with for most employees. If some departments have to clock in, perhaps, all employees should as well. It may cure some of the consistently late employees and help those who “forget” that they were out sick one or two days the week before. Time sheets are made out two weeks after the fact and time off is easily ‘forgotten’. It appears that undisciplined employees and bad behavior are rewarded and supervisors look the other way to avoid a situation.

There are so many discrepancies from office to office and supervisor to supervisor.

All employees in all offices within the Town Hall should comply with the First Selectman’s directive concerning the dress code. The First Selectman is the top office of the Town and Town Hall policy should supercede other policies.

All in all the policy appears to be well written and is more detailed than the previous edition. The above items will not necessarily be addressed in the policy but are items that should be addressed in some manner.

INTEROFFICE MEMORANDUM

TO: G. SCHUSTER
FROM: A. TURNER
C. GRIMORD
J. GIGLIOTTI
GAIL N. THERIAN
SUBJECT: EMPLOYEE HANDBOOK AND PERSONNEL POLICIES
DATE: 2/8/2013
CC: [CLICK HERE AND TYPE NAME]:

We have reviewed the draft copy of the Employee Handbook and Personnel Policies and have the following comments:

- On page 6 – Regarding release of Employee Information – There is no provision to notify the employee that there is a request for their information. There should be a process that notifies the employee of the FOI request. .
- On Page 12 – Development Opportunities – states that the Town will provide you the opportunity for training, future growth and career development. But this section does not offer any information regarding possible reimbursement for the schooling and what would be considered for reimbursement. We recommend that the section include some recognition that training and development funding is provided to departments to implement this policy.
- On Page 15 – Non-exempt Employee Pay – regarding arriving early or leaving late- what can be done to authorize deviation from this on a daily basis, as some offices need to be ready to serve the public as soon as the office opens.
- Page 17 – Regarding holidays and working regular schedule – if you are sick or taking a personal day is this considered “an approved paid leave of absence.”
- Page 18 – Vacation Time – are these vacation days consistent with all union contracts?
- Page 26 – Last line of the last paragraph regarding Sick Leave is a little confusing.
- Page 38 – Early dismissals – Exempt and non-exempt employees should be paid equally in situations of early dismissals.

Personnel Policy Revisions 2013

I personally find consistent intentional disregard to <29 hour permanent employees' offensive.

The policy spells out in great detail the benefits allotted to Full time 35+ or Part time 30-34 but almost seems to punish people who less than 29 hours on a permanent basis. The irony is that these positions are held to a higher standard, have more duties assigned and are declined wage increases on a regular basis.

The fact they are not given any paid time off, incentive bonuses or other form of compensation should be reviewed. They are some of the hardest working employees that the town has and the policy should show them the respect they deserve.

Thank you.

~~It is the responsibility of the employee to abide by all I.R.S. guidelines concerning their I.R.A. Participation in this plan is subject to any and all requirements set forth in applicable laws, as the same may be amended from time to time.~~

~~As of July 1, 2000, on a continuous basis at the institution of the town~~

Paychecks

~~as work~~

~~irty hours per week on a stated to, by the town, in an~~

~~After one year of a thirty-hour a week and any other pay increases to three first four continuous increases to four (4) continuous years of~~

- Temporary DD on check

Jury Duty

- Regular employees

~~as into the I.R.A. plan for luding overtime, longevity s contribution percentage flowing completion of the ; contribution percentage ving completion of the six~~

~~It is the responsibility I.R.A. Participation applicable laws, as,~~

Childbirth

- Regular, full-time

~~idelines concerning their equirements set forth in me.~~

~~An employee may, if requested, and eligible, to have the town's I.R.A. contribution put into their existing 457-Deferred Compensation Plan instead of the I.R.A.~~

~~The I.R.A. accounts cannot be closed by the employees without prior approval.~~

Employees who are regularly scheduled to work at least thirty-five (35) hours per week, have the option to participate in a Section 401(a) Plan after the end of his/her probationary period. For those who choose to participate, the Town and the employee will each contribute 6% of base pay (not including overtime, longevity, etc.) beginning on the employee's first day after the probationary period concludes. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

For those employees who chose not to participate in the Section 401(a) Plan, the employee will not receive any matching contribution from the Town.

Part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible to participate in a Section 401(a) Plan after the end of his/her probationary period. The Town and the employee will each contribute 3% of base pay (not including overtime, longevity, etc.) beginning on the employee's first day after the probationary period concludes. Rules regulating full-time

Care of Personal Belongings

Your personal belongings are your responsibility at all times. The Town's insurance does not cover loss of personal belongings or monies. Employees should use considerable care to safely store personal belongings and valuables while at work.

Inclement Weather

Town Hall will remain open during inclement weather unless the severity of conditions prohibits remaining open. Employees should make every reasonable effort to get to work, or continue working if already present, unless otherwise notified. In the event that Town Hall closes, we will make every effort to have the details concerning the closing announced in a pre-determined manner. Employees are urged to contact their immediate supervisor if they are uncertain about operation. If operations are canceled after a shift has started, hourly employees will be paid for the time worked. If there is an early dismissal, non-exempt employees will be paid through the official release time.

*PART-TIME
Full Time?*

Acceptable Computer Network and Office Equipment Use (ADDED FROM CURRENT POLICY)

The use of electronic communications and Internet access is intended for official town business and may not be used for personal business unless approved by the First Selectman. All information and communication on the Town of Colchester's computer network(s) are the property of the Town of Colchester.

Electronic communications includes but is not limited to computers, electronic mail (E-mail), electronic bulletin boards, listservs, internet use, facsimile, telephones, cell phones, pagers, voice mail, radios, walkie talkies, personal digital assistances, television, and communications infrastructure.

The First Selectman and management have the right to review, audit, intercept, access and/or disclose all messages and /or images created, received or sent over the electronic mail system. The contents of electronic mail may be disclosed without the permission of the employee. There is no expectation of privacy. The First Selectman may limit or deny individual's access to the system.

Employees are responsible for observing copyright and licensing agreements that may apply when downloading files, documents and software.

Employees are expected to appropriately use and become proficient in the use of computer hardware and software, electronic communications and Internet access.

TOWN OF COLCHESTER



EMPLOYEE HANDBOOK & PERSONNEL POLICIES

**DRAFT
EMPLOYEE REVIEW – EDITS**

**TOWN OF COLCHESTER
EMPLOYEE HANDBOOK & PERSONNEL POLICIES
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NOTICE AND DISCLAIMER OF CONTRACT

Nothing in this document is intended to create or constitute an expressed or implied contract of employment between the Town of Colchester and any of its present or future employees. The provisions of this document may be revoked or modified at any time by the Town of Colchester, in its absolute discretion.

The Town of Colchester will not recognize or be bound by any contract of employment with any employee or group of employees unless such contract is in writing and is authorized by the Board of Selectmen and signed by both the First Selectman and the employee or the certified collective bargaining representative for a group of employees.

Employment with the Town of Colchester is subject to termination, at will, by either the Town of Colchester or the employee, at any time, for any reason, with or without cause, unless otherwise agreed in writing by the First Selectman and the employee or the certified bargaining representative for a group of employees or as otherwise provided by state or local law. Both you and the Town of Colchester have the right to terminate employment at any time, for any reason, with or without cause, and with or without notice. Should any provision of these policies conflict with any provision of a collective bargaining agreement between the Town of Colchester and the certified bargaining representative for a group of employees, the provision of the collective bargaining agreement shall prevail for the members of that bargaining unit.

I. INTRODUCTION

History

The Town of Colchester, Connecticut was founded in 1698 at a point just north of the present Town Green at Jeremiah's Farm on land purchased by Nathaniel Foote from the Sachem of the Mohegan Indians. Colchester was the vision of a group of early English settlers who sought to lay out a new plantation in a large tract of virgin wilderness. In the early 1900's Colchester became the "Catskills of Connecticut". At least seven major hotels thrived. The tourist industry boomed throughout the 1930s. In the last fifty years the beach traffic brought many through Colchester. The Route 2 by-pass of the town was completed in the 1960s. But for those who did not just pass through, Colchester's dedication to the public school system, its acceptance of all peoples and its quality of life increased its population to 7,761 by 1980. In 2005 it was ranked 57th on the "100 Best Places to Live" in all of the United States, conducted by CNN. In 2010 Colchester became the first town in Connecticut, and the 36th in the country, to be certified with the National Wildlife Federation (NWF) as a Community Wildlife Habitat. Colchester is one of the fastest growing towns in Connecticut. As of 2012, over 300 years after the settling of Colchester, the population has grown to more than 16,000.

From an employment standpoint, the Town of Colchester strives to maintain a creative, open, spirited, and confident atmosphere in which employees can strive for self-fulfillment and career advancement.

Purpose of Your Employee Handbook

This **employee handbook** is intended to serve as a practical guide to the Town of Colchester's personnel policies and practices. However, since it is only a summary, compiled for the convenience of our employees and supervisors, it is not intended to cover all topics or circumstances. **The Town of Colchester reserves the right to modify, revise, delete, or add to any and all programs, practices or procedures described in this handbook at any time, with or without advance notice, and in the Town's sole discretion. You may receive updated information concerning changes to this handbook. The First Selectman's Office will forward any documents to the appropriate people when necessary. Should you have any questions about any section of this handbook, ask your supervisor or the Human Resources office. Until noted otherwise, for the purposes of this policy, the "Human Resources Office" shall mean the First Selectman's Office.** We reserve the right to respond to specific situations in whatever manner we believe best suits the needs of the Town of Colchester and the employee involved. Where there are differences between the provisions of **these policies and other written and approved employment related policies**, or in collective bargaining agreements to which the Town of Colchester is a party, policies and collective bargaining agreements shall ~~control~~ **take precedence.**

Affirmative Action / Equal Employment Opportunity

The Town of Colchester is firmly committed and has as its long-standing policy to provide equal opportunity in employment to all qualified persons on the basis of job-related skills, ability and merit.

Except in cases of bona fide occupational qualification or need, the Town of Colchester will continue to take affirmative action to ensure that applicants are employed and employees are treated without regard to their race, color, religion, sex, national origin, ancestry, age, veteran status, or mental disorder (present or history thereof), physical disability, marital status, sexual orientation, genetic information, pregnancy, or other protected status. This policy applies to all employment actions taken by the Town, including, but not limited to: recruitment, job posting and advertising, hiring, promotion, upgrading, demotion or transfer, layoff and termination, rates of pay and other forms of compensation and benefits, and selection for training.

Sexual (and other) Harassment

Harassment of an employee, by a supervisor or co-worker on the basis of sex, race, color, religion/creed, national origin, ancestry, age, disability, citizenship, marital status or sexual orientation creates a harmful working environment. It is the policy of the Town of Colchester to maintain a working environment free from harassment, insults or intimidation on the basis of an employee's sex, race, color, religion/creed, national origin, ancestry, age, disability, citizenship, marital status or sexual orientation. Physical, verbal or non-verbal, (including electronic), conduct, by a supervisor or co-worker relating to any of these characteristics or factors which has the effect of creating an intimidating, hostile or offensive work environment, unreasonably interfering with the employee's work performance or adversely affecting the employee's employment opportunities, will not be tolerated.

While it is difficult to define sexual harassment precisely, it does include any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. submission to or rejection of such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Although not an exhaustive list, the following are examples of the type of conduct prohibited by the policy against sexual harassment:

1. unwelcome sexual relations with a co-worker or supervisor;
2. unwelcome attention of a sexual nature such as degrading comments, propositions, jokes, tricks or noises; or
3. the threat, or suggestion, that continued employment, advancement, assignment, earnings or other terms and conditions of employment depend on whether or not the employee will submit to, or tolerate, harassment.

The use of disability-related or racially derogatory jokes or comments, racial or religious epithets, or ethnic slurs that have the effect of creating an intimidating, hostile or offensive work environment, and insults or intimidation demonstrating age bias, are also examples of the type of conduct prohibited by this policy.

Any infraction of this policy by supervisors or co-workers should be reported immediately to the Department Head or Human Resources Office. Confidentiality at the time of reporting the infraction is assured; however, complete confidentiality cannot be guaranteed in light of the Town's need to investigate such an infraction and resolve the

matter. The Town reserves the right to take any appropriate action under all the circumstances to correct any violation of this policy. Retaliation against any employee for complaining about harassment on the basis of sex, race, color, religion, national origin, ancestry, age, disability, citizenship, marital status, sexual orientation, or any other characteristic protected by law is prohibited.

Violations of this policy, including retaliation for filing any complaint or cooperating in any investigation under this policy will not be permitted and may result in discipline, up to and including dismissal.

Americans with Disabilities Act Statement

The Town is committed to employing all individuals on the basis of ability rather than disability. This commitment includes making reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual. A reasonable accommodation may include any action which enables an individual with a disability to perform the essential functions of his or her position but which does not result in an undue hardship to the business. A “reasonable accommodation” is a change in the work environment or work procedures that gives a qualified individual with a disability the same employment opportunities as non-disabled individuals.

If an individual requests an accommodation, we will determine whether the individual has a “disability” as defined by the Americans with Disabilities Act (ADA) or any other state or federal disability law and whether an accommodation is appropriate and reasonable. This may require assistance from your physician or medical care provider. To request an accommodation or other assistance, contact your supervisor or Human Resources.

Anti-Discrimination

We are committed to providing a work environment that is free from all forms of unlawful discrimination. Discrimination in any form is illegal and all discriminatory practices are prohibited and will not be tolerated under any circumstances. It is our policy to provide a work environment free from all forms of discrimination which may be considered harassing, offensive, coercive, hostile, intimidating, threatening or disruptive. These behaviors include, but are not limited to, harassment, joking and demeaning remarks, stories, use of nicknames or other abusive conduct directed at an employee because of sex, race, color, religion, national origin, ancestry, age, disability, citizenship, marital status, sexual orientation, or any other characteristic protected by law.

Reporting Legal / Ethical Violations

It is the philosophy of the Town of Colchester that every employee has the responsibility to take action to prevent problems and improve our operation. If employees observe possible unethical or illegal conduct, they are encouraged to report their concerns.

Employees and others may communicate suspected violations of law, policy, or other wrongdoing, as well as any concerns regarding questionable accounting or auditing matters (including deficiencies in internal controls) by contacting their supervisor, Human Resources, or the First Selectman.

We will treat all communications under this policy in a confidential manner, except to the extent necessary to conduct a complete and fair investigation, or for review of operations. All inquiries will be subject to Freedom of Information Act (FOIA) guidelines and regulations.

The Town prohibits any form of retaliation against any employee for filing a good faith complaint under this policy or for assisting in a complaint investigation.

Workplace Threats and Violence

~~Nothing is more important to~~ The Town of Colchester ~~than~~ regards the safety and security of its employees as critical. There is a zero tolerance policy towards any threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by employees on Town of Colchester property or in relation to employment with the Town ~~will not be tolerated~~. Violations of this policy will lead to disciplinary action, ~~which may include~~ up to and including dismissal. Depending on the severity of the violation of this policy, the Town reserves the right to seek the arrest and possible prosecution of the employee.

Any employee who ~~makes substantial threats, exhibits threatening behavior~~ threatens another employee (for example: harassment, intimidation, displaying a weapon, etc.), or engages in violent acts on Town property shall be removed from the premises as quickly as safety permits, and shall remain off Town premises pending the outcome of an investigation. The Town will initiate an appropriate response. This response may include, but not be limited to: ~~suspension and/or termination~~, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the employee or employees involved.

All Town of Colchester personnel are responsible for notifying the management representative designated below of any threats, which they have witnessed, received, or have been told that another employee has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on a Town-controlled site, or is connected to employment with the Town. Employees are responsible for making this report regardless of the relationship between

the employee or persons who initiated the threat or threatening behavior and the employee or persons who were threatened or were the focus of the threatening behavior. If the designated management representative is not available, personnel should report the threat to their supervisor (or that individual's supervisor if the threat is made by the supervisor).

All individuals who apply for or obtain a protective or restraining order which lists Town locations as being protected areas, must provide to the designated management representative a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

The Town of Colchester understands the sensitivity of the information requested and has developed confidentiality procedures, which recognize and respect the privacy of the reporting employee(s).

The designated management representative is:

~~Name: Jenny Contois~~
Title: First Selectman
Telephone: 537-7220
Location: Selectman's Office, Town Hall

~~ZERO TOLERANCE POLICY ON WORKPLACE VIOLENCE~~

~~The Town of Colchester maintains a zero tolerance policy on violence in the workplace. Any violent act is strictly prohibited. Participating in, provoking or otherwise contributing to any violent act in the workplace including but not limited to abuse, assault, battery, threats and/or harassment will result in severe disciplinary action up to and including discharge.~~

Release of Employee Information

Employee personnel files and records are subject to the Freedom of Information Act (FOIA) and may be requested for viewing from outside individuals, organizations, and agencies. Health Insurance Portability and Accountability Act (HIPAA) guidelines take precedent over FOIA regulations with regards to employee information being available and therefore personal medical records are not subject to FOIA requests.

Conflict of Interest

Employees have an obligation to conduct business within Town policies that prohibit actual or potential conflicts of interest. This section establishes only the framework within which the Town of Colchester wishes to operate. The purpose

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

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

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

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

II. YOUR JOB

Employment Classification



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

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

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

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

a.C. Full-time. A full-time employee is one who ~~has successfully completed a three (3) month probationary period of employment and who consistently~~ **is regularly scheduled works throughout the year for** a minimum of thirty-five (35) hours per week. Full-time employees who meet all other qualifications required by the Town and/or its benefits provider(s), are eligible for all of the employee benefits offered by the Town, such as

group insurance, holidays, vacation, sick leave, leaves of absence, and other benefits as set forth in this handbook.

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

1. Part-time employees ~~who consistently~~ are regularly scheduled to work a minimum of thirty (30) hours per week and who meet all other qualifications required by the Town are eligible to earn vacation, holidays, sick leave, ~~paid time-off~~, longevity, and ~~life~~ insurance benefits and to participate in our ~~IRA~~ 401(a) plan on a prorated basis as set forth in these personnel policies. Employees who consistently work a minimum of thirty (30) hours per week also receive the long-term disability benefit and may participate in the Town's Deferred Compensation 457 Plan as set forth in these personnel policies.
2. Part-time employees who consistently work less than thirty (30) hours per week are not entitled to any fringe benefits offered by the Town, unless otherwise explicitly provided in this handbook and personnel policies.

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

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

G. Exempt And Non-Exempt Status. Consistent with applicable federal and state wage and hour laws, employee classifications fall into one of two categories: “exempt” or “non-exempt.” These terms are defined by the Fair Labor Standards Act, which is a federal law requiring that certain employees be paid at least the minimum wage and overtime for hours worked over 40 hours a week. However, the law provides that some employees are “exempt” from this requirement, and therefore do not have to be paid a specific hourly wage or overtime. You will be advised whether your position is an exempt or non-exempt position.

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

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

Employee Hiring and Dismissal (ADDED FROM CURRENT POLICY)

Purpose

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

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

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

Town Employee Hiring and Dismissal

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

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

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

Joint Town/Board of Education Employee Hiring and Dismissal

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

Termination of Employment

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

Resignation: voluntary employment termination initiated by an employee.

Discharge: involuntary employment termination initiated by the employer.

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

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

Notice

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

Return of Equipment/Supplies

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

Benefits Continuation (COBRA)

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

Employee Relations

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

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

terms and conditions of your employment, it is important that you bring it to the attention of the appropriate person according to the following procedure:

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

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

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

Performance Appraisal

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

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

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

Development Opportunities

The Town of Colchester is committed to providing employees opportunities for individual growth and development in their jobs. You should accept the challenge to grow and develop in your job. The Town will provide you with the

opportunity for training, future growth, and career development. By the same token, it is expected that employees will take an active approach in self-improvement by seeking out educational and training opportunities, with the approval of their department head.

Attendance

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

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

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

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

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

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

Even if reported and excused, absenteeism and tardiness that becomes excessive places a heavy burden on other employees. What is “excessive absenteeism”? Employees are provided with vacation, personal, and sick time. Absences in excess of this time are considered excessive – such situations will be addressed by disciplinary action and possibly termination of employment. However, excessive absenteeism does not include approved and documented leaves of absence, jury duty, military duty, approved and scheduled vacation time, or bereavement leave taken within Town guidelines. Excessive absenteeism will result in discipline up to and including discharge.

Tardiness is not acceptable. Excessive tardiness is subject to disciplinary action.

Lunch and Breaks

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

Personnel Records

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

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

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

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

All records maintained by the ~~First Selectman~~ Human Resources Office are the property of the Town of Colchester and subject to the State's Record Retention Requirements, and the requirements of the Connecticut Freedom of Information Act. Employees may view their personnel files at mutually agreeable times. When reviewed, personnel files may not be taken from the Human Resources Office and must be reviewed with the supervision of an employee of the Human Resources Office.

III. YOUR PAY AND BENEFITS

Your Paycheck

All employees are paid on a bi-weekly basis. All required deductions for federal, state or local taxes, and all authorized voluntary deductions such as health or dental plans, 401(a), 457, etc. are withheld from your paycheck. All paychecks will be directly deposited into your personal checking or savings account(s).

Non-exempt Employee Pay

If you are classified as a non-exempt employee, you must maintain a record of the total hours you work each day. These hours must be accurately recorded on a time card that will be provided to you by your supervisor. Your time card must accurately reflect all regular and overtime hours worked, any absences, late arrivals, early departures, and meal breaks. Any absences will be verified by the employee and their supervisor and coded properly on the time card for payroll and record keeping purposes.

~~Unless you are authorized by your supervisor,~~ You should not work any hours that are not authorized by your supervisor. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time card. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your time card. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

It is a violation of the Town's policy for any employee to falsify a time card, or to alter another employee's time card. It is also a serious violation of Town policy for any employee or supervisor to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time card to under- or over-report hours worked. If any supervisor or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked, or (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, you should report it immediately to the Human Resources Office.

Exempt Employee Pay

If you are classified as an exempt **salaried** employee, with work hours specified in the relevant job description, you will receive a salary that is intended to compensate you for all hours you may work for the Town. This salary will be established at the time of hire or when you become classified as an exempt employee. **While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.**

Exempt employees must complete a bi-weekly time card and **is** are responsible for maintaining a record of time off taken due to vacation, illness, bereavement, etc.

Your wages may be reduced for certain types of deductions such as your portion of the insurance premiums; state, federal or local taxes; social security; or, voluntary contributions to a 401(a) and/or 457 plan.

Reporting Paycheck Concerns

If you believe you have been subject to any improper deductions or your pay does not accurately reflect your hours worked, you should immediately report the matter to Payroll. If Payroll is unavailable, you should immediately contact the Human Resources Office.

In the event that your paycheck is lost or stolen, please notify your supervisor immediately or the Payroll Department.

Overtime

Non-exempt employees will be paid at the rate of time and one-half their regular hourly rate of pay for all hours worked in excess of forty (40) hours in a workweek. For the purpose of calculating overtime, hours not worked but credited to an eligible, non-exempt employee include: holidays, paid sick leave, and vacation days. All overtime work must be authorized in advance by the employee's supervisor.

Benefits

The Town of Colchester provides the following benefits to full-time employees, as defined in these personnel policies. The Town of Colchester also provides pro-rated

benefits as well as others as outlined in this policy to employees who work no less than 30 hours per week, excluding health insurance. The Town of Colchester reserves the right to modify or eliminate any benefits from time to time in its sole discretion, and ~~with~~ prior notice to employees. The Town will provide such notice of benefit changes as is practical at the time of the change. Should any statement contained herein conflict with the terms of any actual benefit plan or contract, including any individual employment contract, the terms of such plan or contract shall prevail.

~~Paid, full-time, elected Officials (First Selectman, Town Clerk, Tax Collector) are provided medical and dental benefits, long-term disability (LTD), as outlined in these policies, and may also participate in the Town's Deferred Compensation Plan. Benefits provided to paid, full-time elected officials are to be determined by the Town of Colchester's Board of Selectmen and may be expanded or decreased as is deemed in the best interest of the Town.~~

Holidays

~~Eligible~~ Full-time employees and part-time employees regularly scheduled to work at least thirty (30) hours per week shall observe the following holidays off with pay annually:

1. ½ Day New Year's Eve
2. New Year's Day
3. Martin Luther King, Jr. Day
4. Presidents' Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Veterans' Day
13. ½ Day Christmas Eve
14. Christmas Day
15. One (1) Floating Holiday

Employees eligible for holidays off with pay shall be paid for the hours they were regularly scheduled to work on ~~the holiday a work day.~~ ~~if they~~ **Eligible employees must** work their full schedule on the first regularly scheduled work day immediately prior to the holiday and on the first regularly scheduled workday immediately following the holiday, or ~~if they were~~ **be** on an **approved paid leave of absence** ~~with pay for such days.~~

~~Regular, part-time employees who are consistently scheduled to work at least twenty (20) hours per week shall be eligible for holidays off with pay and according to the preceding guidelines.~~

For the purpose of calculating overtime, hours credited to an eligible full-time employee for holiday pay will be considered as hours worked. If a holiday falls on a Saturday or Sunday it will be observed on the preceding Friday or the following Monday, at the sole discretion of the Town.

Vacations

All regular employees who work at least 20 30 hours per week will receive their vacation time on January 1st of each year, based on the prior year's accrual. Employees presently will accrue vacation days based on completed years of service as follows:

<u>Years of Completed, Continuous Full-Time Employment</u>	<u>Annual Vacation</u>
After 1 year	One week (5 working days)
After 2 years	Two weeks (10 working days)
After 7 years	Three weeks (15 working days)
After 14 years	Four weeks (20 working days)

<u>0 – less than six months</u>	<u>0 days</u>
<u>6 mos – 1 yr</u>	<u>3 days</u>
<u>1 year</u>	<u>10 days</u>
<u>2 years</u>	<u>11 days</u>
<u>3 years</u>	<u>12 days</u>
<u>4 years</u>	<u>13 days</u>
<u>5 years</u>	<u>15 days</u>
<u>6 years</u>	<u>16 days</u>
<u>7 years</u>	<u>17 days</u>
<u>8 years</u>	<u>18 days</u>
<u>9 years</u>	<u>19 days</u>
<u>10 years</u>	<u>20 days</u>
<u>More than 10 years</u>	<u>20 days</u>

Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall earn vacation on a pro-rated basis, but such employees shall, in no case, be entitled to more than two (2) weeks of vacation per year. ~~Part-time employees who are regularly scheduled to work at least twenty (20) hours per week shall earn vacation on a pro-rated basis, but such employees shall, in no case, be entitled to more than one (1) week of vacation per year.~~

Full-time employees do not accrue or earn vacation benefits during unpaid leaves of absence when the leave lasts longer than 30 days. In such a situation, the An unpaid leave of absence will be deducted from the employee's total continuous years of service for the purpose of determining vacation entitlement.

In the event a paid Town holiday falls within an employee's scheduled vacation period, that holiday will not count as an employee vacation day.

Employees who request vacation time must complete a Time-Off Request Form (available in the Human Resources Office). Vacation time must be pre-approved by the employee's immediate supervisor. Normally, individual vacation days will be requested three or more days in advance. In case of emergency or unusual circumstances, less notice may be given for vacation request.

Any employee may take vacation days in conjunction with personal leave days, holidays or sick leave.

Assignment of vacation time off will be based on the operational needs of the Town.

Employees ~~who work 30 hours or more and qualify for vacation benefits will be allowed to~~ may carry over ~~accrued unused vacation days to a maximum accumulation of 30 days no more than~~ 10 vacation days per year one year's worth of allotted vacation leave. Carryover of more than 10 vacation days one's annual vacation allotment per year must be approved by the employee's supervisor and the First Selectman.

Upon termination or retirement, each employee will be paid for accrued vacation at his/her current base rate of pay.

The First Selectman can grant newly-hired employees more vacation, than the above table allots, at his/her discretion, with the consent of the Board of Selectmen.

Joint Town/Board of Education employees' vacation time is accounted for on a fiscal year basis.

Medical and Dental Insurance

~~Each full-time employee may currently elect single, two-person or family coverage under one of the following medical plans:~~

- ~~1. Century Preferred Managed Care Plan~~
- ~~2. Blue Care Managed Care Plan~~

~~All references in this Policy to types of benefits are solely for the purposes of description and identification, and in all cases the terms and provisions of insurance policies themselves shall govern any claim. The Town currently provides a copy of the insurance plans to all employees covered by this Policy.~~

~~Employees shall be given the opportunity to change their election of a plan on an annual basis only.~~ **All full-time employees may elect to receive group insurance coverage provided by the Town for their employee group. Whenever the Town changes the group insurance plans or contributions, employees of the affected group shall be given written notification of such change. Detailed descriptions of the group insurance plans are available at the Human Resources Office.**

The benefit choices you make during the annual open enrollment period take effect July 1 and remain in effect until June 30 each year. After July 1, you may only make changes to your benefits if you notify Human Resources within 30 days of a qualifying event. A qualifying event is a change in an employee's or dependent's status that results in a gain or loss of coverage or coverage options. The election change must be consistent with the change in status.

The Town may change insurance carriers or modify the insurance policies described in this section at any time in its sole discretion and with~~out~~ prior notice to employees. The Town will provide such notice of benefit changes as is practical at the time of the change.

~~Each eligible employee shall contribute, through weekly payroll deduction, seven and one-half percent (7.5%) of the monthly premium cost for individual, two-person or family medical benefit coverage for the Century Preferred Plan and seven and one-half percent (7.5%) for the monthly premium cost for individual, two-person or family medical benefit coverage for dental benefits. The Town contributes one hundred percent (100%) of the monthly premium cost for individual, two-person or family coverage for the Blue Care Managed Care Plan. The preceding contribution rates are subject to change without prior notice to employees. The Town will provide such notice of change as is practical at the time of the change.~~

The Town currently maintains a plan under Section 125 of the Internal Revenue Code for the purpose of permitting employees to make their premium contributions on a pre-tax basis, to the extent provided by law.

~~The Town, in its sole discretion, may elect to implement a program of cost containment procedures, including, but not limited to pre-admission review, admission planning~~

~~services, admission and continued stay review, second surgical opinions and hospital bill audits. Prior to implementing any such program, the town will provide information sessions for employees. For non-Medicare eligible employees who have been employed by the Town of Colchester for a minimum of 10 years, who retire on or after July 1, 2000, medical coverage for the most cost effective plan offered to Town employees shall be provided for the retiree and the retiree's spouse at the group rate for such benefits for a period not to exceed five (5) years or upon the retiree's eligibility for Medicare with the cost of the monthly premium paid by the retiree. Once an employee opts out of such plan coverage, he or she will not be eligible for readmission.~~

~~At such time as a retiree who retires on or after July 1, 2000 becomes eligible for Medicare, the Town shall provide for Medicare risk plan coverage as an alternative to Medicare with the cost of the monthly premium paid by the retiree as long as such plans are available to the Town.~~

Long-Term Disability (LTD)

~~A **regular** employee who works a minimum of 30 hours per week who is disabled **for a period of 90 days** due to an accident or sickness that is not compensable under the Worker's Compensation Act and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to sixty percent (60%) of his/her base rate at the time of disability, to a maximum of two thousand dollars (\$2,000) per month **until age 65**. ~~These benefits will be offset by weekly worker's compensation benefits (not to include specific indemnity benefits covering specific loss or disfigurement), and other state or federally mandated benefits the employee receives. In no instance shall such benefits being until after 90 days of disability.~~~~

~~**Joint Town/Board of Education employees shall be eligible for weekly accident/sickness disability insurance payments up to sixty percent (60%) of his/her base rate at the time of disability, to a maximum of six thousand dollars (\$6,000) per month until age 65.**~~

Individual Retirement Account 401(a) Plan

~~Full-time employees, are eligible to receive an I.R.A. plan contributed to, by the town, in an institution of the town's choice.~~

~~After one year of continuous employment, the town contributes into the I.A.A. plan for full time employees based on the base wages (excluding overtime, longevity and any other pay on top of base pay) is three percent (3%). This contribution percentage increases to four (4%) at the beginning of the fiscal year following completion of the first four continuous years of service by the employee. As of July 1, 2000 this contribution percentage increases to five (5%) at the beginning of the fiscal year following completion of the six continuous years of service by the employee.~~

~~It is the responsibility of the employee to abide by all I.R.S. guidelines concerning their I.R.A. Participation in this plan is subject to any and all requirements set forth in applicable laws, as the same may be amended from time to time.~~

~~As of July 1, 2000 part-time employees working at least thirty hours per week on a continuous basis are eligible to receive an I.R.A. plan, contributed to, by the town, in an institution of the town's choice.~~

~~After one year of continuous employment, the town contributes into the I.R.A. plan for thirty hour a week employees based on the base wages (excluding overtime, longevity and any other pay on top of base pay) is two percent (2%). This contribution percentage increases to three (3%) at the beginning of the fiscal year following completion of the first four continuous years of service by the employee. This contribution percentage increases to four (4%) at the beginning of the fiscal year following completion of the six continuous years of service by the employee.~~

~~It is the responsibility of the employee to abide by all I.R.S. guidelines concerning their I.R.A. Participation in this plan is subject to any and all requirements set forth in applicable laws, as, the same, may be amended from time to time.~~

~~An employee may, in writing, request, if they are eligible, to have the town's I.R.A. contribution put into their existing 457 Deferred Compensation Plan instead of the I.R.A.~~

~~The I.R.A. accounts cannot be closed by the employees without prior approval.~~

Employees who are regularly scheduled to work at least thirty-five (35) hours per week, have the option to participate in a Section 401(a) Plan after the end of his/her probationary period. For those who choose to participate, the Town and the employee will each contribute 6% of base pay (not including overtime, longevity, etc.) beginning on the employee's first day after the probationary period concludes. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

For those employees who chose not to participate in the Section 401(a) Plan, the employee will not receive any matching contribution from the Town.

Part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible to participate in a Section 401(a) Plan after the end of his/her probationary period. The Town and the employee will each contribute 3% of base pay (not including overtime, longevity, etc.) beginning on the employee's first day after the probationary period concludes. Rules regulating full-time

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

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

457 Deferred Compensation Plan

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

Life Insurance

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

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

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

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

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

Longevity Bonus

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

Full-time employees of the Town of Colchester, who have completed five (5) years of continuous, full-time employment with the Town, are eligible for the following yearly

longevity bonus, determined by the employee's length of continuous full-time service with the Town as of July 1 of each year:

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

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

<u>Years of Completed, Continuous, Full-Time Employment</u>	<u>Yearly Amount</u>
6-9th Year	\$386
10-14th year	\$430
15-1 9th year	\$515
20th year and over	\$600

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

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

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

Performance Incentive

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

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

Eligibility and receipt of performance bonuses is at the discretion of the First Selectman and with the approval of the Board of Selectmen.

Leaves of Absence

Personal Days

~~Regular, Full-time employees who have completed three (3) months of continuous full-time employment~~ **their probationary period** with the Town of Colchester will receive four (4) personal days each year on January 1st of the following year. Employees who work no less than thirty (30) hour per week receive personal days on a prorated basis - 2 personal days each year on January 1st of the **following** year.

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

FULL TIME EMPLOYEES:

Start Date

January 1 - March 31:	3 Days
April 1 - June 30:	2 Days
July 1 - September 30:	1 Day
October 1 - December 31:	0 Day

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

Start Date

January 1 - June 30:	1 Day
July 1 - December 31:	0 Day

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

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

Sick Leave

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

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

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

Any employee who is ~~sick absent~~ for three (3) or more consecutive working days ~~must~~ **may be required to** submit a physician's statement to ~~his/her~~ **their** supervisor documenting the reason for the absence, as well as expected date on which the employee will return to work. The Town of Colchester reserves the right, in its sole discretion, to require a physician's statement in other circumstances, including but not limited to cases of suspected abuse of sick leave benefits. In the event that any employee is unable to report to work, ~~he or she~~ **they** must notify ~~his or her~~ **their** supervisor of that fact prior to the start of the employee's scheduled work day, or as soon as possible thereafter. Eligibility of an employee to receive paid sick leave is ~~contingent upon the employee's compliance with~~ **granted only if the employee meets** the **advance notice requirement** and the employer's request for production of a physician's statement **and only after 40 hours of accrued sick time has been used in a calendar year. Exceptions are allowed for extenuating circumstances.**

~~For the purpose of bridging the ninety (90) day waiting period for Long Term Disability (LTD) insurance, employees may accumulate up to 30 additional days~~

~~of sick leave which can also be drawn from in special circumstances involving serious health conditions at the discretion of the First Selectman unless otherwise specified in collective bargaining agreements.~~

Employment Protection for Victims of Domestic Violence

Employees who are victims of domestic violence shall not be terminated, penalized, threatened, or coerced with respect to their employment because the employee: (1) is a victim of family violence; or (2) attends or participates in civil court proceedings related to a case in which they are a family violence victim. Employees who are victims of family violence shall be allowed to take paid or unpaid leave to: (a) seek medical care or counseling for physical or psychological injury or disability; (b) obtain services from a victim services organization; (c) relocate due to the family violence; or (d) participate in any civil or criminal proceeding related to or resulting from such family violence. The Town can limit the unpaid leave to twelve (12) days in a calendar year if they deem it is necessary.

Bereavement leave

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

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

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

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

Military Leave

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

Jury Duty

The Town of Colchester considers jury duty to be your civic responsibility. You must submit a copy of your official summons to your supervisor as soon as it is received. In addition, proof of service must be submitted to your supervisor when you have completed serving.

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

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

Childbirth Leave

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

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

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

Newborn Leave

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

Family and Medical Leave

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

Eligibility:

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

Reasons for Leave:

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

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

Length of Leave

If a leave is requested for one of the above-listed reasons, each eligible employee may take up to a total of twelve (12) weeks unpaid family or medical leave in any 12-month entitlement period, **or 24 weeks within a two year period. Some exceptions do apply to the rule listed in the previous**

sentence, please consult Human Resources for details. In appropriate circumstances, the Town may designate an absence as FMLA leave without a request from the employee.

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

Military Family Leave Entitlements

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

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

Types of FMLA Leave and Conditions:

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

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

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

An employee may take full-time, intermittent or reduced schedule leave whenever it is medically necessary for a serious health condition of the eligible employee, his or her spouse, child or parent. Intermittent leave or

reduced schedule leave for other reasons will be permitted only with the approval of the First Selectman.

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

Both Spouses Working for the Same Employer:

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

Requests for Leave

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

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

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

Use of Unpaid Leave:

The Town will require employees to use their paid time-off concurrently with FMLA leave and before they are listed as unpaid FMLA. An employee may request to keep one week of vacation leave

and one week of sick leave unused if they desire. The amount of unpaid family or medical leave entitlement is reduced by the amount of paid leave that is substituted.

Medical Insurance and Other Benefits during leaves

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

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

Reinstatement:

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

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

Leave of Absence Without Pay:

A leave of absence without pay or other Town-provided benefits, not to exceed six (6) months in duration, may be granted for good cause to any employee at the discretion of the Board of Selectmen. A written request for an unpaid leave of absence must be submitted by the employee to his or her supervisor who will direct such request to the Board of Selectmen for their consideration. Such requests must be submitted at least sixty (60) days in advance, except in emergencies. The Board of Selectmen shall have sole and complete discretion over the decision to grant or deny an employee's written request for an unpaid leave of absence.

Worker's Compensation

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

Return To Work Policy (ADDED FROM CURRENT POLICY)

RESPONSIBILITY

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

POLICY

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

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

~~Permanent restrictions are defined as those limitations placed on an employee by a physician which are expected to be long term or from which recovery is not expected and which prevent the employee from performing the essential functions of the~~

~~employee's position. Those employees who fall in this category are not eligible for participation in the Return-to-Work Program. They may elect to seek alternative employment, or file for a "reasonable accommodation" under the Americans with Disabilities Act.~~

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

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

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

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

IV. GENERAL GUIDELINES

Employee Responsibilities

The Town of Colchester has always maintained the highest standards of public service. Therefore, in all dealings with the public, and with each other, all Town employees are expected to act in a professional manner at all times. This also applies whenever they are conducting Town business or otherwise representing the Town. With the foregoing in mind, the Town has developed policies and rules for the benefit of the Town and its employees.

Some of the policies have already been outlined earlier in ~~the policy statement~~ **this employee handbook**. Others are contained in the following list. ~~All employees are encouraged to read this list of actions and to understand it fully.~~ This list is not exhaustive, is subject to change, and is designed only to provide examples of misconduct, which can lead to disciplinary action. If any one of these actions, ~~or any one of the~~ previously mentioned actions, or any other similar action, is taken by any employee, it can result in disciplinary action, up to and including dismissal. In each case, the level of discipline will depend upon the severity of the conduct in question in light of all relevant circumstances with the ultimate decision to be made in the Town's sole discretion.

1. Improper or unprofessional treatment of a fellow employee or member of the public.
2. Failing to follow instructions of, or to perform work requested by, a supervisor ~~or manager~~ (or other insubordinate action).
3. Failing to meet a Town measure or standard of efficiency and/or productivity.
4. Failure to work assigned overtime.
5. Unauthorized or excessive absences (including late arrival and early departure) from work.
6. Sleeping while on Town property or during the time in which the employee is supposed to be working, **unless authorized by the department supervisor.**
7. Abusing, wasting or stealing Town property, or the property of any Town employee or non-employee.
8. Removing Town property or records without written authorization.
9. Falsifying an employee's employment application or other personnel records.
10. Falsifying Town reports or records (including time sheets and mileage reimbursements).
11. **Failure to obey safety rules.**
12. **Harassing other employees.**
13. **Use of abusive, threatening, or derogatory language.**
14. Violating the law.
15. Fighting or starting a disturbance on Town premises, or while performing job duties, including, but not limited to, assaulting or intimidating a Town employee or member of the public.
16. Unauthorized possession of firearms, weapons, dangerous instruments, or dangerous substances.
17. Reporting to work in a condition unfit to perform the employee's duties, including reporting to work under the influence of illegal drugs or controlled substances or alcohol or consuming, possessing, dispensing or selling such materials on Town premises and/or while on duty.
18. Smoking, eating or drinking in prohibited areas.
19. Violating a Town safety rule or practice, or creating or contributing to unhealthy or unsanitary conditions.
20. Engaging in conduct which creates, or appears to create, a conflict with the interest of the Town, including, but not limited to, soliciting and/or taking money

or gifts or favors in connection with the employee's performance of regular job duties.

21. Disclosing confidential Town information without authorization.

~~22. Using profanity towards others~~

23. Neglect of duty.

24. Using Town facilities after normal working hours without authorization.

25. Interfering with, obstructing, or otherwise hindering the production or work performance of another employee.

26. Originating or spreading false statements concerning employees or the Town.

27. Engaging in immoral or indecent conduct on Town property.

28. Using any piece of equipment or property of the Town without being authorized to do so.

29. Violating any Town policy on fair treatment, equal opportunity, or nondiscrimination.

30. Unsatisfactory work performance.

31. Any conduct which is determined by the First Selectman to be detrimental or contrary to the goals or best interest of the Town.

Dress Code

Town employees should exercise their best judgment when selecting outfits that are appropriate for work. Proper attire for town hall employees is regularly considered, "business casual," but may require more formal attire when dealing with scheduled meetings, conferences, interviews, etc.

Business dress is required when testifying or meeting public officials at the General Assembly or as required by the First Selectman at his/her discretion.

Department heads can approve jeans or other attire for employees when they are working in the field. Employees are encouraged to use their best judgment regarding dress upon returning to work from the field. If jeans are worn upon return to work, such jeans shall not be visibly dirty or ripped, as to present unprofessional attire.

Employment of Relatives

It is the goal of the Town of Colchester to avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur. Members of an employee's immediate family will be considered for employment by the Town of Colchester, provided that the applicants possess all the qualifications required for the available position for which employment is sought. Immediate family members of an employee may not be hired, however, if a direct or indirect supervisory/subordinate relationship with the current employee would be created by the employment of such an applicant.

For purposes of this policy, "immediate family" shall include a current employee's spouse, brother, sister, parents, children, stepchildren, son/daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, uncle, aunt, niece, nephew and any other relative who is a member of the current employee's household.

Confidentiality

Employees of the Town may learn confidential information of one type or another during the course of their employment. During and after employment with the Town, confidential information may not be shared with any non-employee of the Town and may only be shared with the Town's employees on a strict need-to-know basis. If an employee violates this policy, disciplinary action will be taken against such employee, up to and including immediate discharge.

Expense Reimbursement

Employees who are required to use their personal vehicles for official Town business are reimbursed for such travel at the ~~rate of thirty-two cents (\$0.32) per mile.~~ current IRS mileage reimbursement rate. All reimbursable travel must have prior authorization of your supervisor. To be eligible for reimbursement, the employee must submit a written record of travel expenditures to his or her supervisor ~~within ten (10) working days of the date of the employee's reimbursable travel~~ for approval on a monthly basis.

No Smoking

~~The Town of Colchester is committed to the well-being of our employees. Smoke related diseases are among the leading causes of death and illness in this country. By providing a smoke-free environment we hope to reduce the risk of smoke-related illnesses.~~

~~Therefore,~~ In accordance with Connecticut State law, Sec. 31-40q, ~~the Town of Colchester has decided to declare its entire workplace as "Smoke Free."~~ Colchester town buildings and facilities are "smoke free." The burning of tobacco products within town facilities is expressly prohibited, including cigars, cigarettes, pipe tobacco or any other matter or substance containing tobacco.

Those employees who continue to smoke tobacco products may do so outside of the workplace outside of the buildings. ~~At Town Hall it would be outside of the building at the side entrances.~~ Employees choosing to smoke may do so only in their allotted break time. Excessive time away from work duties for the purpose of smoking will not be tolerated and may result in disciplinary action.

Care of Personal Belongings

Your personal belongings are your responsibility at all times. The Town's insurance does not cover loss of personal belongings or monies. Employees should use considerable care to safely store personal belongings and valuables while at work.

Inclement Weather

Town Hall will remain open during inclement weather unless the severity of conditions prohibits remaining open. Employees should make every reasonable effort to get to work, or continue working if already present, unless otherwise notified. In the event that Town Hall closes, we will make every effort to have the details concerning the closing announced in a pre-determined manner. Employees are urged to contact their immediate supervisor if they are uncertain about operation. If operations are canceled after a shift has started, hourly employees will be paid for the time worked. If there is an early dismissal, non-exempt employees will be paid through the official release time.

Acceptable Computer Network and Office Equipment Use (ADDED FROM CURRENT POLICY)

The use of electronic communications and Internet access is intended for official town business and may not be used for personal business unless approved by the First Selectman. All information and communication on the Town of Colchester's computer network(s) are the property of the Town of Colchester.

Electronic communications includes but is not limited to computers, electronic mail (E-mail), electronic bulletin boards, listservs, internet use, facsimile, telephones, cell phones, pagers, voice mail, radios, walkie talkies, personal digital assistances, television, and communications infrastructure.

The First Selectman and management have the right to review, audit, intercept, access and/or disclose all messages and /or images created, received or sent over the electronic mail system. The contents of electronic mail may be disclosed without the permission of the employee. There is no expectation of privacy. The First Selectman may limit or deny individual's access to the system.

Employees are responsible for observing copyright and licensing agreements that may apply when downloading files, documents and software.

Employees are expected to appropriately use and become proficient in the use of computer hardware and software, electronic communications and Internet access.

Employees must work in cooperation with network administration to ensure all security measures are met. The following is strictly prohibited:

1. **Releasing passwords to individuals not authorized by the town**
2. **Allowing passwords to be visible to others**
3. **Use of another individual's password**
4. **Creating unauthorized accounts/passwords**
5. **The use of video games**
6. **Viewing of non-work related videos**
7. **Using equipment for personal profit or partisan political purposes**
8. **Leaving a workstation without logging out or locking**
9. **Installing/uninstalling software or hardware without approval of the IT department**
10. **Allowing non-town personnel use of hardware/software without authorization from the administration**
11. **Transmitting or receiving messages or images that violate Town of Colchester policies or are offensive or discriminatory as defined by the Town of Colchester Personnel Policies and Nondiscrimination Resolution**
12. **Communications containing offensive, sexually explicit images, messages or cartoons, ethnic/racial slurs, or anything that can be construed as harassment**
13. **Vandalizing any system components**
14. **Sending network-wide non-business related E-mails, e.g. jokes, chain letters**
15. **Browsing the internet for purposes not work related during work hours**
16. **Unauthorized attempts or entry into any computer or any part of the system/network**

Phones:

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

Printers, Scanners:

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

V. HEALTH, SAFETY AND SECURITY

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

It is the responsibility of the department head to, insofar as reasonably possible, provide a workplace free from recognized hazards. In order to achieve this, he/she must oversee the administration of safety practices in their departments and be aware of accident statistics. When warranted, this will include follow disciplinary procedures (verbal and written warnings, suspension and possible dismissal) for situations in which there has been a flagrant disregard of safety policies. Managers are expected to take appropriate, corrective action to ensure continued improvement in eliminating or minimizing hazards, to prevent or reduce injuries on the job. Investigations of all occupational illness or injuries must be conducted, and written reports including corrective actions taken must be provided immediately to the First Selectman's Office. Safety audits should be conducted periodically to identify and correct potential hazards. ~~Management must make the commitment to follow-through with required repairs and preventive maintenance of equipment and workplace.~~ When the necessity of repairs or preventative maintenance is recognized, it is expected that managers will undertake actions to implement these and initiate actions necessary to complete such repairs or maintenance.

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

While management attention to accident prevention is an important component of a safety program, it is each employee who carries the greatest responsibility for protecting his/her own health. Though we realize that accidents do happen, we hope and expect that all employees work together with managers to minimize the risk of work-related illness and injuries.

Safety-Related Discrimination and Harassment

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

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

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

Alcohol and Drug-Free Policy

Purpose

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

Statement of Policy

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

An employee must report any conviction or plea of nolo contendere under a criminal drug statute for violations occurring on or off Town premises while on Town business, to the First Selectman within five (5) days after the conviction. The Town will notify any agency awarding a grant to the Town of such conviction, within ten (10) days thereafter, if such notice is required by the granting agency. Upon request, the First Selectman or his/her designee shall meet with the employee and a Union representative, where employee is part of a collective bargaining unit, before taking any further action.

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

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

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

Employee Assistance

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

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

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

Drug Testing

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

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

Security

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

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

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

VI. CONCLUSION

Severability

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

Handbook & Policy Review

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

To All Employees

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

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

ACKNOWLEDGMENT OF RECEIPT

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

Employee

____/____/____
Date

EXEMPT

Assessor
Finance Director
Fire Marshal
Fleet Supervisor
Town Engineer
Water Supervisor
Youth & Social Services Director
ZEO/Planning Assistant
Senior Services Director
Library Director
Director of Operations
Executive Assistant to First Selectman
Fire Chief
Town Clerk
First Selectman
Tax Collector
Recreation Supervisor
Deputy Assessor
Building Official
Chief Financial Officer
Recreation Director
Town Planner
Public Works Director
Registrar of Voters
Animal Control Officer

NON-EXEMPT

Wetlands Enforcement Officer
Fire and EMS Administrative Assistant
Highway Supervisor
Department Clerk
Administrative Assistant
Assistant Tax Collector
Assistant to Town Clerk
Assistant to Assessor
Youth Services Program Coordinator
Recreation Program Coordinator
All Police Union
All Library Union
All Public Works/Grounds/Fleet/Sewer Union
All Fire Union
All hourly and per-diem employees